



Natural Gas and/or Water Construction

Prequalified Bidding Event 000076843 Natural Gas and Water Main and Service Renewals

I. Bidding Event Details

The Board of Public Utilities of the City of Springfield, Missouri, (City Utilities) invites you to submit a bid for the work described in this document. Questions should be directed to:

Mason Gammill		Purchasing Department
Buyer		City Utilities of Springfield, Missouri
417-831-8407	- OR -	[P] (417) 831-8363
417-831-8377		[F] (417) 831-8377
Mason.gammill@cityutilities.net		[E] purchasing@cityutilities.net

A. Scope of Work: Furnish labor, equipment, and incidentals to perform natural gas and water main and service renewals at the following locations:

- **Section A:**
 - Main & Brower – DWG 89827
- **Section B:**
 - McGee & Lindberg – Ferguson to Broadway – DWG 87627
- **Section C:**
 - Rockwood and Compton – DWG 89099
- **Section D:**
 - Roanoke & Elmira – Plainview to Grayrock – DWG 86745

B. Pre-Bid Meeting: **Tuesday, February 6th, 2024 at 10:00am**
Gas and Water Engineering Department
Calhoun Conference Room or
Bidders can attend via Virtual Meeting/Conference Call
<https://meet.goto.com/masongammillpre-bidandpublicopening>
Dial-in Phone Number: +1 (872) 240-3212
Access Code/Meeting ID: 341-767-061

Contract Documents (i.e. Specifications, Drawings, etc.) can be viewed and downloaded by navigating to the following website and searching for the Bidding Event number or name:

https://webapp.cityutilities.net/psp/ebid/CU_SUPPLIER/ERP/h/?tab=DEFAULT

or go to

www.cityutilities.net and follow these links:

- For Business
- Purchasing
- Bidding Opportunities
- Current CU Bidding Event Opportunities & Awards Results
- Current Bidding Events & Award Results
- 000076843

Contract documents will also be available from Natural Gas and Water Engineering or are available upon request by contacting the Buyer previously listed in this document.

C. Bid Opening:

Bids Due: Tuesday, February 27th, 2024 at 2:00 p.m.

Bids will be read aloud at 2:30 p.m.

Purchasing Department

301 E. Central St., Springfield, Missouri 65802

Bidders can attend via Virtual Meeting/Conference Call

<https://meet.goto.com/masongammillpre-bidandpublicopening>

Dial-in Phone Number: +1 (872) 240-3212

Access Code/Meeting ID: 341-767-061

D. Bid Submittal Methods:

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All bids must be received by CU Purchasing by the opening date and time stated in this document. The method of submittal is at the sole discretion and risk of the Bidder. Preparation for any submittal method should be taken well enough in advance of the posted opening date and time to allow for unexpected issues. City Utilities is not responsible for submittal failures of any kind- electronic or otherwise. Contractors utilizing CU’s Electronic Bid Attachment Tool (EBAT) should verify that any attachment meets the posted electronic file type and size requirements. Bidders mailing bids or having bids delivered should allow sufficient time to ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include one set of original documents plus two (2) copies (marked appropriately as “Original” and “Copy”).

Proposals in response to this Bidding Event may be submitted by any of the methods listed below:

1. Electronic Bid Attachment Tool (EBAT) – Preferred Method

Open to all bidders – NO REGISTRATION OR LOGIN REQUIRED. Proposals submitted via EBAT must be an approved electronic file type (PDF, DOC, XLS, TIF or ZIP) and have a total attachment size that does not exceed 50-MB.

www.cityutilities.net/EBAT

OR GO TO www.cityutilities.net and click on the following links:

- For Business (at top of page)
- Purchasing
- Bidding Opportunities
- Electronic Bid Attachment Tool (EBAT)

2. Mail / Express Mail / Hand Deliver

Proposals submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the RFP number and opening date/time. Proposals are to be addressed to:

City Utilities of Springfield, Missouri
 Purchasing Manager
 301 East Central (65802)

3. PeopleSoft Registered On-Line Bidding System (Legacy system – enrollment closed)

E. Wage Required: Annual Wage Order No. 30, effective date June 27, 2023 which can be viewed and downloaded at: <https://www.cityutilities.net/purchasing/general/>

F. Materials: All major materials to be supplied by City Utilities as indicated in project specifications

G. Insurance: Required within 3 days of Notice of Award.

H. Performance and Payment Bond: Required within 3 days only if your bid exceeds \$50,000.

I. Completion of Work: All work under this contract shall be Substantially Complete ~~on or before~~ prior to the Ultimate Completion Dates listed below.

The Contractor may start work at any date their schedule allows so long as all work is substantially completed ~~on or before~~ by Ultimate Completion Date.

Substantial Completion includes the following:

- Successful pressure testing of all pipe (main and service)
- All pavement repairs complete
- Landscape restoration complete up to and including initial seeding
- All permanent fence work complete
- All piping connections to existing facilities (including house connections) complete, purged, and operable

All work under this Contract shall have an Ultimate Completion Date of October 1st, 2024.

J. Liquidated Damages: In the event the contractor does not complete the work on or before the date(s) listed, City Utilities shall be entitled to damages as provided herein. It is agreed that actual damages are difficult, if not impossible, to ascertain, and therefore, the sum agreed upon is not a penalty, but rather a liquidated amount to eliminate the problem of proof. The parties agree that City Utilities will sustain some actual damage on account of delay notwithstanding the difficulty or impossibility of proving the amount and further agree that the liquidated sum agreed upon bears a reasonable relation thereto and to the size of the contract itself. The parties further agree that this is a Public Works contract and that owner will be entitled to recover the liquidated amount upon proof of contractor's failure to complete the work within the time limited in the contract without any evidence as to the fact or amount of actual monetary damage.

- The liquidated damages for not completing a Project within the identified Completion Calendar Day Limit will be \$500 per calendar day.
- The liquidated damages for not substantially completing ALL WORK under this Contract by the identified Ultimate Completion Date shall be \$500 per calendar day.

No exceptions shall be taken to “liquidated damages” on the bid. Bids will be disqualified for taking such an exception.

II. Specifications

Work shall be performed in accordance with:

1. City Utilities Drawing Numbers: 89827, 87627, 89099, and 86745
2. Document titled *Prequalified Bidder Program: Natural Gas and/or Water Distribution Construction Projects* document dated July 2022
3. Modifications to *Prequalified Bidder Program: Natural Gas and/or Water Distribution Construction Projects* document dated July 2022 (Item 2 in this list)
4. Online Referenced Attachments:
 - City Utilities' Bidding Instruction (Rev 4-2023)
 - City Utilities' Standard Purchase Order Terms and Conditions (Rev 4-2023)
 - City Utilities' General Conditions (Rev 8-2016)
 - City Utilities' Technical Specifications Natural Gas & Water Work (Rev 6-28-2019)
 - City Utilities' Natural Gas and Water Construction Standards

Online Referenced Attachments can be viewed and downloaded by navigating to the following Website and searching under the *Prequalified Bidder Programs* section:

<https://www.cityutilities.net/purchasing/bid/>

or go to

www.cityutilities.net and follow these links:

- For Business
- Purchasing
- Bidding Opportunities
- Prequalified Bidder Programs
- Natural Gas and/or Water Construction

5. Special Conditions:

GAS CONTROL PLANS:

Gas control plans have been prepared for each project, identifying valves and squeeze-off points to be used by City Utilities in the event of a gas tear-out. The design plans reference the points of access required for emergency gas control. It shall be the Contractor's responsibility to provide and maintain continuous access to these locations for the duration of each corresponding phase of construction. Associated work includes but is not limited to: excavation to sufficiently expose and provide safe access to gas main for squeeze-off, installation of security fencing, plating, or other measures to prevent public injury, and surface restoration to existing conditions or better. Item "Gas Control Plan - Access Point" is included in the bid form for this work. Payment will be made for each excavation performed.

ADD ALTERNATES FOR CITY OF SPRINGFIELD INFRASTRUCTURE:

The City of Springfield may request Sidewalk, ADA Curb Ramps, and Alley Approaches that fall outside the limits of the Contractor's work and obligation to repair that would be beneficial to improve in conjunction with City Utilities' work. The line Items in the Add Alternate may be requested by CU for the improvement of City of Springfield infrastructure. All work shall be performed in accordance with City of Springfield Standards.

GAS SERVICE INSTALLATION BY INSERTION:

The bid form does not include “*Gas Service, Insertion Only*” bid items. In accordance with City Utilities’ Natural Gas Construction Standards, Contractors may still utilize the method of insertion for gas service installation. However, all gas service installation, regardless of method, will be paid for under the corresponding diameter *Gas Service, Any Method* bid item. The contractor shall ensure all gas service installations satisfy the minimum depth requirements as defined in City Utilities’ Technical Specifications Natural Gas & Water Work (Rev 6-28-2019). The contractor will be responsible for the remediation of gas services installed with insufficient cover.

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III. Insurance Requirements

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of City Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City Utilities. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Risk Manager
 City Utilities of Springfield, Missouri
 301 E. Central Street
 P.O. Box 551
 Springfield, MO 65801-0551

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

(A)	Workers' Compensation* **		Statutory
	Employer's Liability		
	Bodily Injury by Accident—each accident.....	\$1,000,000	
	Bodily Injury by Disease—each employee limit.....	\$1,000,000	
	Bodily Injury by Disease—policy limit.....	\$1,000,000	

*** Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**

**** Workers' Compensation coverage shall include a waiver of subrogation in favor of City Utilities where permitted by law.**

(B)	Commercial General Liability Insurance***, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with each Occurrence Limit of.....	\$1,000,000	
	In the Aggregate.....	\$2,000,000	
(C)	Automobile Liability Insurance*** Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit of:	\$1,000,000	
(D)	Umbrella or Excess Insurance*** (Following Form).....	\$5,000,000	

***** City Utilities shall be added as an Additional Insured on (B), (C), & (D) Insurance.**

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless therefrom. These Insurance

Requirements are intended to be minimum coverages, and City Utilities does not warrant that coverages or amounts will be sufficient protection for contractors or City Utilities. Contractors will be responsible for any deficiencies thereof.

NOTE:

Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance." must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement can be met by (1) specifically endorsing CU onto each policy to receive notifications or (2) any other means that complies with CU requirements.

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IV. Modifications to the Prequalified Bidder Program

Additional or Modified Requirements to the “Prequalified Bidder Program: Natural Gas and/or Water Distribution Construction Projects” document issued July 2020, as shown below:

None

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V. Bid Form

Prequalified Bidding Event 000076843 Natural Gas and Water Main and Service Renewals

A. NAME OF BIDDER:

[to be used if Contractor is a corporation] _____ a corporation organized and existing under the laws of the State of _____ with its principal office and place of business in the city of _____ with the address of _____.

[to be used if Contractor is a partnership] _____ a partnership consisting of _____ and _____ of the city of _____, with the address of _____.

[to be used by an individual or sole trader] _____ doing business as _____ of the city of _____ with the address of _____.

B. PREQUALIFIED BIDDER STATUS

Bidder is currently registered with CU as a *Prequalified Bidder for Natural Gas and/or Water Distribution Construction Projects*:

YES _____ *NO _____

** If a response of "NO" was provided then Bidder must submit for approval by CU a "Prequalified Bidder Application for Natural Gas and/or Water Distribution Construction Projects". While any Firm may submit a bid in response to a Prequalified Bidding Event, a Notice of Award will only be issued to those Firm's recognized by CU as a Prequalified Bidder. CU will make every effort possible to expedite the review of prospective Prequalified Bidders; however, TIME IS OF THE ESSENCE and due to scheduling and/or budget constraints, decisions on applications submitted after a Prequalified Bidding Event has been solicited may not be final before an award decision is made on that project.*

Questions should be directed to the Buyer listed in this document. Complete details can be viewed and downloaded by navigating to the following Website and searching under the *Prequalified Bidder Programs* section:

<http://www.cityutilities.net/purchasing/purchasing.htm>

or go to

www.cityutilities.net and follow these links:

- For Business
- Purchasing
- Bidding Opportunities
- Prequalified Bidder Programs
- Natural Gas and/or Water Construction

C. SCHEDULE OF WORK

******* SPECIAL NOTICE REGARDING MATERIAL AVAILABILITY *******

Due to continuing constraints in global, national, and regional supply chains, additional measures related to material planning are in effect for the work presented in this bidding event. In order to provide the world-class level of service that our customers rely on, CU is proactively planning for the needs of the Natural Gas and Water systems in their entirety and appropriately prioritizing work between ALL project categories including emergency repair, planned maintenance, new commercial/residential installation, service line and meter renewals, municipal improvements, and the continuing main renewal initiative. As a result of this planning, an Earliest Allowed Start Date has been determined and identified in the table below. So that CU can more accurately provide for the availability of materials across all project categories, **WORK IN THE SPECIFIED PROJECT SECTIONS CANNOT BEGIN UNTIL THE POSTED EARLIEST ALLOWED START DATE.** Additionally, work in any Project Section will not be permitted to start until CU has confirmed that availability of materials is such that delays are not expected to pose an unacceptable nuisance to the community and/or substantial completion seems unattainable by the Completion Day Limit provided. CU will actively communicate with awarded contractors and provide as much advance notice as possible if material delays develop so that mutually agreed revisions can be made to an affected Project Section start date and/or Completion Day Limit.

In consideration of the ‘SPECIAL NOTICE REGARDING MATERIAL AVAILABILITY’ explained above, Bidder is to provide a proposed start date for each Project Section in the table below. The choice of the proposed start date for each Project Section is at the discretion of the bidder; however, Project Sections will not be permitted to start until material availability is confirmed. CU will work with the awarded contractor and confirm start dates as part of the Notice of Award process. **Please Note: work in all Project Sections must be completed by the Ultimate Completion Date identified in Section I, Paragraph I. Completion of Work.** Bidders are instructed to exercise caution and plan accordingly as the awarded Contractor will be required to honor the schedule as confirmed through the Notice of Award process. Liquidated Damages, as described in Section I-J of this document, will be applied for the following: 1) Exceeding any identified Completion Calendar Day Limit per Project; and, 2) Work in any Project(s) continuing past the Ultimate Completion Date.

Should awarded Contractor desire to start work on a specific Project Section on a date other than what was ultimately agreed to by Contractor and CU, then the Contractor must receive approval, in writing, from CU that the newly proposed date is acceptable. CU reserves the right to reject any and all start date modification requests and require that the start date mutually agreed to by Contractor and CU be honored.

Earliest Allowed Start Date	Contractor Requested Start Date	Section	Project	Completion Day Limit (Calendar Days)
03/19/2024		A	Main & Brower	45
03/19/2024		B	McGee & Lindberg – Ferguson to Broadway	120
03/19/2024		C	Rockwood and Compton	75
03/19/2024		D	Roanoke & Elmira – Plainview to Grayrock	150

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D. PRICING

The undersigned proposes to furnish at his sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation, and other means necessary to perform the work as set out in the basic plan of the Contract Documents in strict accordance therewith, for unit prices reflected on the following pages.

The undersigned understands this is a unit price agreement and that City Utilities may require a greater or lesser number of units than the number estimated to be required. The successful bidder shall not be entitled to any claim other than the specified unit prices if more or fewer units than the number estimated are ultimately requested.

This Prequalified Bidding Event consists of four (4) Sections, labeled A, B, C, D, and one (1) Add Alternate. Bidders may bid any or all Sections. At the bottom of the Bid Form is a space for Bidder to state Project Preferences, and also state a total amount of work he wishes to be awarded. City Utilities has the option to award each Section to the same or to different contractors. Bids shall be evaluated based on the sum total bid price of each Section.

SECTION A - BID FORM: Main & Brower – DWG 89827					
ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT. PRICE
A1	Install 2-inch Plastic Gas Main	550	FT	\$ _____	\$ _____
A2	Install 3/4-inch Plastic Gas Service, Any Method	2	EA	\$ _____	\$ _____
A3	Install 3/4-inch Street Crossing	1	EA	\$ _____	\$ _____
A4	Tie-Over 1 1/4-inch Gas Service	1	EA	\$ _____	\$ _____
A5	Gas Control Plan - Access Point	1	EA	\$ _____	\$ _____
SECTION A TOTAL (EXTENDED PRICE FOR ITEMS A1-A5)				\$ _____	

SECTION B - BID FORM: McGee & Lindberg – Ferguson to Broadway – DWG 87627

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT. PRICE
B1	Install 2-inch Plastic Gas Main	3300	FT	\$ _____	\$ _____
B2	Install 1/2-inch or 3/4-inch Plastic Gas Service, Any Method	66	EA	\$ _____	\$ _____
B3	Install 1/2-inch or 3/4-inch Plastic Gas Service Street Crossing	18	EA	\$ _____	\$ _____
SECTION B TOTAL (EXTENDED PRICE FOR ITEMS B1-B3)				\$ _____	

SECTION C - BID FORM: Rockwood and Compton – DWG 89099

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT. PRICE
C1	Install 2-inch Plastic Gas Main	1020	FT	\$ _____	\$ _____
C2	Install 2-inch Plastic Gas Main by HDD	123	FT	\$ _____	\$ _____
C3	Install 2-inch Plastic Gas Main by Insertion into Existing Carrier	523	EA	\$ _____	\$ _____
C4	Install 1/2-inch or 3/4-inch Plastic Gas Service, Any Method	18	EA	\$ _____	\$ _____
C5	Install 1/2-inch or 3/4-inch Plastic Gas Service Street Crossing	7	EA	\$ _____	\$ _____
SECTION C TOTAL (EXTENDED PRICE FOR ITEMS C1-C5)				\$ _____	

SECTION D - BID FORM: Roanoke & Elmira – Plainview to Grayrock – DWG 86745

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT. PRICE
D1	Install 2-inch Plastic Gas Main (includes 4-inch tie-in footage)	4100	FT	\$ _____	\$ _____
D2	Install 1/2-inch or 3/4-inch Plastic Gas Service, Any Method	78	EA	\$ _____	\$ _____
D3	Install 1/2-inch or 3/4-inch Plastic Gas Service Street Crossing	25	EA	\$ _____	\$ _____
D4	Tie-Over 1/2-inch or 3/4-inch Gas Service	1	EA	\$ _____	\$ _____
SECTION D TOTAL (EXTENDED PRICE FOR ITEMS D1-D4)				\$ _____	

ADD ALTERNATE BID FORM

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXT. PRICE
ALT1	Install Sod	2,000	SY	\$ _____	\$ _____
ALT2	Remove & Replace Concrete Sidewalk	750	SF	\$ _____	\$ _____
ALT3	Remove & Replace ADA Sidewalk Curb Ramps	750	SF	\$ _____	\$ _____
ALT4	Remove & Replace 6-inch Concrete Pavement	750	SF	\$ _____	\$ _____
ALT5	Remove & Replace 8-inch Concrete Pavement	750	SF	\$ _____	\$ _____
ADD ALTERNATE TOTAL (EXTENDED PRICE FOR ITEMS ALT1 – ALT5)				\$ _____	

E. PROJECT PREFERENCES

City Utilities reserves the right to evaluate bids on a section by section, combination of any section, or in total based on lowest and best determination, and may award those individual sections to one or more Bidders who bid. Bidders are strongly encouraged to submit a bid on all options. If a bid is to be evaluated as "all or none," such exception must be clearly stated. Lowest and best determination is at the sole discretion of City Utilities.

The Bidder is to state the maximum dollar amount of work under one award (contract) that they are capable of performing:

_____ Dollars \$ _____

Bidder Project Preference Comments:

F. SUBCONTRACTORS

The bidder states that in the event that it is awarded this Contract, it will use the below listed companies for performance of any part of each major phase of work:

Phase of Work	Company
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

G. ADDENDA

The undersigned declares that the following Addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE".

H. SIGNATURE

The bidder recognizes that City Utilities reserves the right to accept or reject any and all bids and to waive any technicality or informality therein.

The "Contract Documents" as defined in the "Prequalified Bidder Program: Natural Gas and/or Water Distribution Construction Projects" document dated July 2020 are hereby made part of this bid by reference. In making this bid the undersigned has taken into account and agrees to each provision of all of the Contract Documents.

Contractor acknowledges that he has received this Prequalified Bidding Event and any/all Addenda and that they are part of the Contract Documents.

The Company's name, signature and title of an authorized agent of the Company duly empowered to enter into and make binding agreements on Company's behalf are executed below.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

----- **END OF DOCUMENT** -----