

**Board of Public Utilities
of the
City of Springfield, Missouri**

**ELECTRICAL: GENERAL REPAIRS,
MAINTENANCE, SERVICE,
ADJUSTMENTS, AND IMPROVEMENTS**

**COMPETITIVE REQUEST FOR PROPOSAL
0000057285**

October 2018

**Board of Public Utilities
of the
City of Springfield, Missouri**

INDEX

I.	INVITATION TO BID	Page 1
II.	RFP REQUIREMENTS	Page 4
III.	INSURANCE REQUIREMENTS	Page 10
IV.	BID FORM.....	Page 12
V.	PERFORMANCE, LABOR, AND MATERIALS BOND (SAMPLE).....	Page 24
VI.	AGREEMENT (SAMPLE)	Page 25
VII.	TECHNICAL SPECIFICATIONS	Page 27

I. INVITATION TO BID

The Board of Public Utilities of the City of Springfield, Missouri, (City Utilities) invites you to submit a proposal for the work described below. Contract Documents are available online as instructed in *Section B* of this document. Questions should be directed to:

Ryan Lee, CPPB		Purchasing Department
Supervisor – Purchasing		City Utilities of Springfield, Missouri
[P] (417) 831-8652	- OR -	[P] (417) 831-8363
[F] (417) 831-8377		[F] (417) 831-8377
[E] ryan.lee@cityutilities.net		[E] purchasing@cityutilities.net

A. RFP REGISTRATION

City Utilities requests that firms interested in this RFP contact the Buyer listed in the previous section and register as a bidder. City Utilities will keep contact information in a log and notify those that have registered when addenda are issued. Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

B. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for RFP 0000057285, complete with detailed specifications, drawings and bid form, can be viewed and downloaded by navigating to the following Website and searching by bidding event number or name:

<https://www.cityutilities.net/bids>

or go to

www.cityutilities.net and follow these links:

- For Business (top of page)
- Purchasing
- Bidding Opportunities
- Current Bidding Events & Awards Results
- All CU Bidding Opportunities
- 0000057285

You will have access to open, print and/or save pdf file(s).

C. SUMMARY SCOPE OF WORK

The work includes, but is not limited to, installing, repairing, servicing, maintaining, and adjusting electrical systems and equipment owned and/or operated by City Utilities of Springfield. The work shall be for a period of one year, beginning on November 1, 2018, and shall be renewable annually for four additional years at the sole option of City Utilities, based on satisfactory performance by the Contractor.

D. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 AM (CST) on October 12, 2018, at City Utilities' Training Center Classroom in the Training Center Building at 301 E. Central.

Participation in this Pre-Proposal Conference is not mandatory, but it is highly recommended.

E. PROPOSAL OPENING

All proposals must be in the hands of the Purchasing Agent of City Utilities, per one of the approved submittal methods provided in RFP Section I-F (*Proposal Submittal Methods*), by the Proposal Opening date and time, which is October 18, 2018, at 2:00 PM (CST). Any proposal received after such date and time will be rejected.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All proposals shall be irrevocable for ninety (90) days after the time for opening of proposals.

F. PROPOSAL SUBMITTAL METHODS

FAX AND EMAIL RESPONSES ARE NOT ACCEPTABLE. All proposals 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 Contractor. 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. Contractors mailing proposals or having proposals delivered should allow sufficient time to insure 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 RFP may be submitted by any of the methods listed below ******

1. Electronic Bid Attachment Tool (EBAT)

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)
P.O. Box 551
Springfield, MO 65801-0551

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

G. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	10/4/2018
2. Proposal Due Date	10/18/2018
3. Target Date for Review of Proposals	10/19/2018
4. Anticipated decision and selection of Vendor	10/24/2018
5. Anticipated commencement date of work	11/1/2018

*** END OF SECTION ***

II. RFP REQUIREMENTS

A. INTERPRETATION TO BIDDER

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, may submit a written request for interpretation. Such requests shall be directed to the CU Purchasing representative identified in this document and directly to the CU Purchasing department at one of the following options:

Purchasing Department
City Utilities of Springfield, Missouri
[P] (417) 831-8363
[F] (417) 831-8377
[E] purchasing@cityutilities.net
301 East Central (65802)
P.O. Box 551
Springfield, MO 65801-0551

Any such interpretation will be made by written addendum. City Utilities will not be responsible for any explanation or interpretation of proposed documents other than by such an addendum. An oral permission or interpretation has no legal force, authority, or effect. Any addenda must be acknowledged in the proposal and will become a part of the Contract Documents. Failure to acknowledge in the proposal all addenda issued may constitute grounds for rejection of that proposal.

All requests for interpretations must be received in the Purchasing Department no later than **five calendar days prior to the proposal opening date**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

The terms “bid” and “proposal” are synonymous when used in this document.

B. GUARANTY

Each proposal must be accompanied by a Bid Bond with an adequate surety, naming the Board of Public Utilities of Springfield, Missouri, as obligee, in a penal sum equal to five percent of the maximum bid price excluding options, or in lieu thereof, a certified check drawn on a Federally insured banking institution, payable to the Board in the same amount as the penalty of the Bond. The Bond or Check shall be conditioned that should a bidder, after award, fail to enter into a contract, then the entire amount of the Bond or Check shall become the property of the Board, or the Board shall be entitled to recover the entire penal sum of the Bond or Check without further proof of damage. Bid Checks will be returned to all unsuccessful bidders within a period of thirty days following contract execution.

C. SIGNATURE ON PROPOSALS

Each proposal must be signed in ink and include the full business address of the bidder. Proposals by partnerships must be signed in the partnership name by one or more of the general partners. Proposals by a corporation must be signed by an officer of the corporation or other person authorized to bind the corporation to the proposal. The names and titles of all persons signing shall be typed or printed below their signatures.

D. EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms from those firms who meet City Utilities requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of this initial proposal submitted and without any further interview, discussions and negotiation

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each Proposer must comply with the requirements contained in the RFP. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

The Board of Public Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, the City Utilities may reject that proposal.

EVALUATION CRITERIA

In evaluating the proposals, City Utilities will use the following evaluation factors to determine the lowest and best proposal. Deviation from the requirements will be evaluated, but may, in the discretion of the Board of Public Utilities, result in rejection of a proposal.

- 70% Total Cost
- 30% Adherence to RFP requirements, including responses to Section IV-C, *Questions/Requests for Submittals*

Bidders should consider these factors when preparing their proposals and should provide a specific response to each of the evaluation factors.

Based on the evaluation process described, the Evaluation Committee comprised of City Utilities employees, will review the proposals.

E. BIDDER'S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

F. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S.Mo, City Utilities may close records that relate to scientific and technological innovations in which the owner has a proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it "CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION." This information must not include prices, terms and conditions, Bidder's qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri's Sunshine Law (Section 610.021 R.S.Mo., et seq.) is a public record and will be disclosed upon request.

G. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder's risk. He is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion, followed by the bidder's initials and date.

H. PROPOSAL WITHDRAWAL

Proposals may be withdrawn at any time prior to the time for the opening of proposals.

I. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work and any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for proper estimation of the difficulty or cost of the work. City Utilities assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

J. PREVAILING WAGE REQUIREMENT

This contract is subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Board of Public Utilities of Springfield, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized Annual Wage Order (AWO) 25, Effective June 8, 2018

Copies of the referenced AWO are available at the following website or upon request:
<https://www.cityutilities.net/wp-content/uploads/purchasing-annualwageorder.pdf>

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by City Utilities. This affidavit is available at the following website or upon request: https://labor.mo.gov/sites/default/files/pubs_forms/PW-4-AI.pdf.

K. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5,000 DOLLARS (US)

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of the affidavit can be found and downloaded at CU website;
<https://www.cityutilities.net/wp-content/uploads/purchasing-complianceaffidavit.pdf>

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

L. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to City Utilities in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

M. PERFORMANCE AND PAYMENT BOND

Successful Bidder shall furnish a Performance and Payment Bond as security for the faithful performance and payment of all their obligations under the Purchase Order (Contract) and Section 107.170 R.S.Mo. The Bond shall be in the amount of the proposal and in the form provided herein and with such sureties as are licensed to conduct business in the State of Missouri and are named in the current list of "Surety Companies acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and as acceptable reinsuring companies as published in the Federal Register by the department of the Treasury.

If the surety on any Bond furnished by Bidder (Contractor) is declared bankrupt or becomes insolvent or its rights to do business is terminated or revoked in any state where any of the project is

located, bidder (Contractor) shall within five days thereafter substitute another bond and surety, both of which shall be acceptable to City Utilities.

The bond shall be filed with City Utilities within ten days unless superseded in the Request for Proposal documents. The Bond shall be approved prior to the start of work.

N. SALES TAX EXEMPTION NOTICE

This is to notify Bidders that certain materials incorporated into the project are exempt from Missouri sales tax pursuant to the provisions of Section 144.062 R.S.Mo. The selected Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption letter from City Utilities to use in purchasing materials on a tax-free basis. It will be the contractor's responsibility to provide the documentation to any Subcontractor or Supplier. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this Agreement.

O. OSHA COMPLIANCE

Contractor shall comply with all applicable OSHA rules.

P. HARD HAT COMPLIANCE

Contractor shall be responsible for strictly adhering to City Utilities hard hat policy. Additionally, no on-site work may be performed unless a hard hat is worn.

Q. PROMPT PAYMENT

Contractor agrees to pay each Subcontractor under each Purchase Order/Agreement for satisfactory performance of its contract in accordance with Section 34.057 R. S. Mo.

R. OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

CONTRACTOR shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its onsite employees, which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program. All employees are required to complete the program within sixty days of beginning work on such construction project. An employee found on a work site without documentation of the successful completion of the required training shall be afforded twenty days to produce such documentation before being subject to removal from the project. This provision is subject to and Contractor shall comply with all requirements of Section 292.675 R.S.Mo.

S. DIVERSITY

City Utilities of Springfield encourages prime and general contractors to consider certified DBE, WBE and MBE's for those construction contracts which have subcontracting opportunities.

T. STANDARD BIDDING INSTRUCTIONS AND GENERAL CONDITIONS

Any order arising from this Bidding Event will be subject to the following **WHICH ARE INCORPORATED HEREIN BY REFERENCE**:

- *City Utilities of Springfield Missouri Standard Bidding Instructions (Rev 2-2018)*

- *City Utilities of Springfield Missouri General Conditions (Rev 8-2016)*

The referenced documents are available at <https://www.cityutilities.net/purchasing/general/> or upon request.

*** END OF SECTION ***

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.....	<u>\$1,000,000</u>
	Bodily Injury by Disease—each employee limit.....	<u>\$1,000,000</u>
	Bodily Injury by Disease—policy limit.....	<u>\$1,000,000</u>

*** 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.....	<u>\$1,000,000</u>
	In the Aggregate.....	<u>\$2,000,000</u>

(C)	Automobile Liability Insurance*** Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit of:	<u>\$1,000,000</u>
-----	---	--------------------

(D)	Umbrella or Excess Insurance*** (Following Form).....	<u>\$1,000,000</u>
-----	---	--------------------

***** 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 specifically endorsing CU onto each policy to receive notifications.

IV. BID FORM

A. NAME OF BIDDER:

1. [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 _____.

2. [To be used if Contractor is a partnership]

_____, a partnership consisting of _____ and _____ of the City of _____ with the address of _____.

3. [To be used by an individual or sole trader]

_____ doing business as _____, of the City of _____, with the address of _____.

**B. TO:
BOARD OF PUBLIC UTILITIES
CITY OF SPRINGFIELD, MISSOURI**

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 this RFP in strict accordance therewith, for the prices reflected below:

A. Work Category 1: Minor Repairs, Maintenance that is not construction under Category 2, Service, and Adjustments to Electrical Systems and Equipment -- Labor Rates

1. The following labor rates are associated with SECTION VII. – TECHNICAL SPECIFICATIONS, PART 2.A.1.a through g.
2. The estimated hours shall be used for bidding purposes and will also be used in the evaluation of bids. Actual hours of work in each category may vary and may be higher or lower than the estimated amount. City Utilities does not guarantee or imply any minimum or maximum volume of work in any given category.
3. Labor rates shall be bid in dollars per hour per the form below. **PREVAILING WAGE RATES DO NOT APPLY TO WORK IN THIS CATEGORY:**

	<u>Bid Labor Rate</u>
a. Journeyman Labor Rate – Standard Time (est. at 1800 hours/year)	\$ _____ /hr
b. Journeyman Labor Rate – Overtime (est. at 100 hours/year)	\$ _____ /hr
c. Journeyman Labor Rate – Holiday (est. at 32 hours/year)	\$ _____ /hr
d. Foreman Labor Rate – Standard Time (est. at 120 hours/year)	\$ _____ /hr
e. Foreman Labor Rate – Overtime (est. at 40 hours/year)	\$ _____ /hr

- f. Foreman Labor Rate – Holiday (est. at 16 hours/year) \$_____ /hr
- g. Supervisor Labor Rate – Standard Time (est. at 20 hours/year) \$_____ /hr
- h. Supervisor Labor Rate – Overtime (est. at 4 hours/year) \$_____ /hr
- i. Supervisor Labor Rate – Holiday (est. at 4 hours/year) \$_____ /hr
- j. Certified Welder Labor Rate – Standard Time (est. at 12 hours/yr) \$_____ /hr
- k. Certified Welder Labor Rate – Overtime (est. at 4 hours/yr) \$_____ /hr
- l. Certified Welder Labor Rate – Holiday (est. at 4 hours/yr) \$_____ /hr

B. Work Category 2: Construction and Capital Improvements to Electrical Systems and Equipment -- Labor Rates

1. The following labor rates are associated with SECTION VII. – TECHNICAL SPECIFICATIONS, PART 2.A.2.a through e.
2. The estimated hours shall be used for bidding purposes and will also be used in the evaluation of bids. Actual hours of work in each category may vary, and may be higher or lower than the estimated amount. City Utilities does not guarantee or imply any minimum or maximum volume of work in any given category.
3. Labor rates shall be bid in dollars per hour per the form below. **PREVAILING WAGE RATES DO APPLY TO WORK IN THIS CATEGORY:**

- | | <u>Bid Labor Rate</u> |
|--|-----------------------|
| a. Journeyman Rate – Standard Time (est. at 1800 hours/year) | \$_____ /hr |
| b. Journeyman Rate – Overtime (est. at 100 hours/year) | \$_____ /hr |
| c. Journeyman Rate – Holiday (est. at 32 hours/year) | \$_____ /hr |
| d. Foreman Rate – Standard Time (est. at 400 hours/year) | \$_____ /hr |
| e. Foreman Rate – Overtime (est. at 60 hours/year) | \$_____ /hr |
| f. Foreman Rate – Holiday (est. at 20 hours/year) | \$_____ /hr |
| g. Supervisor Labor Rate – Standard Time (est. at 20 hours/year) | \$_____ /hr |
| h. Supervisor Labor Rate – Overtime (est. at 4 hours/year) | \$_____ /hr |
| i. Supervisor Labor Rate – Holiday (est. at 4 hours/year) | \$_____ /hr |
| j. Certified Welder Labor Rate – Standard Time (est. at 12 hours/yr) | \$_____ /hr |
| k. Certified Welder Labor Rate – Overtime (est. at 4 hours/yr) | \$_____ /hr |
| l. Certified Welder Labor Rate – Holiday (est. at 4 hours/yr) | \$_____ /hr |

C. Some of the work under this agreement will require the use of special equipment. Please bid the equipment cost per hour your company would charge City Utilities for your use of this equipment as shown below. **(Do not include the cost of the equipment operator. Operator labor would be billed at the appropriate labor rate as shown above).** The estimated hours shall be used for bidding purposes and will also be used in the evaluation of bids. Actual hours of work in each category may vary and may be higher or lower than the estimated amount. City Utilities does not guarantee or imply any minimum or maximum volume of work in any given category. City Utilities reserves the right to add additional equipment at mutually agreed upon rates via written change order. City Utilities also limits the equipment charge duration to eight (8) hours per day unless longer hours are pre-approved by CU.

- | | | |
|-----|---|--------------|
| 1. | Bucket Truck (estimated at 180 hours/year) | \$ _____ /hr |
| 2. | Digger / Auger (Line) Truck (estimated at 220 hours/year) | \$ _____ /hr |
| 3. | Backhoe (estimated at 120 hours/year) | \$ _____ /hr |
| 4. | Dump Truck (estimated at 100 hours/year) | \$ _____ /hr |
| 5. | Trencher (estimated at 40 hours/year) | \$ _____ /hr |
| 6. | Scissor Lift (estimated at 300 hours/year) | \$ _____ /hr |
| 7. | Vacuum Truck (estimated at 120 hours/year) | \$ _____ /hr |
| 8. | Extendable Fork Lift (est. at 750 hours/year) | \$ _____ /hr |
| 9. | Reel Truck (est. at 180 hours/year) | \$ _____ /hr |
| 10. | Bore 2-Inch HDPE (estimated at 300 FEET/year) | \$ _____ /FT |
| 11. | Welding Machine (estimated at 16 hrs./year) | \$ _____ /hr |

D. Materials and Other Incurred Costs

1. City Utilities reserves the right to order and pay for materials for which the extended amount for any one type of material exceeds five thousand dollars (\$5,000.00).
2. City Utilities will pay markup on materials with an extended price less than five thousand dollars (\$5,000.00) at the percentage bid below. **Bid your percentage of markup on materials with an extended price less than five thousand dollars (\$5,000.00).** _____ % (For bid evaluation purposes, the annual dollar amount of materials in this category is estimated at \$100,000 before markup).
3. City Utilities will pay a maximum markup of twenty percent (20%) on materials with an extended price between five thousand dollars (\$5,000.00) and fifteen thousand dollars (\$15,000.00), if City Utilities opts to have said materials supplied by the Contractor. **Bid your percentage of markup on materials with an extended price between \$5,000.00 and \$15,000.00.** _____ % (Bid percentage over 20% will be rejected).

(For bid evaluation purposes, the annual dollar amount of materials in this category is estimated at \$50,000 before markup).

4. City Utilities will pay a maximum markup of fifteen percent (15%) on any material with an extended price greater than fifteen thousand dollars (\$15,000.00), if City Utilities opts to have said material supplied by the Contractor. **Bid your bid percentage of markup on materials with an extended price greater than fifteen thousand dollars (\$15,000.00). _____% (Bid percentage over 15% will be rejected).** (For bid evaluation purposes, the annual dollar amount of materials in this category is estimated to be \$50,000 before markup).
5. City Utilities will pay a maximum of ten percent (10%) markup for administrative costs associated with any subcontracted work. **Bid your percentage of markup on subcontracted work _____% (Bid percentage over 10% will be rejected).** (For bid evaluation purposes, the annual dollar amount of subcontracted work is estimated to be \$35,000 before markup).
6. City Utilities will pay no markup on other directly chargeable incurred costs, such as freight, but City Utilities will reimburse the Contractor for these expenses at the Contractor's cost. (For bid evaluation purposes, the annual dollar amount for freight and other directly chargeable incurred costs is estimated to be \$850). Contractor shall provide a copy of his invoice to document these costs.
7. City Utilities will reimburse the Contractor at his cost plus up to 10% for rental items, such as lifts, to cover associated administrative costs of such rentals. Contractor shall provide a copy of his rental invoice to verify the cost and markup on these items. (For bid evaluation purposes, the annual dollar amount of equipment rentals is \$2,000 before markup).
8. City Utilities will not pay for tools.
9. City Utilities will pay for mileage at the rate bid on this bid form per the provisions and limitations of SECTION VII, Technical Specifications, Part 1.E.5. **Please bid the mileage rate you will charge City Utilities. \$_____ per mile.** (For bid evaluation purposes, the annual number of miles is estimated to be 2,500 miles).
10. Bidder shall state any applicable minimum charges _____

11. The bidder shall state overtime policies. By submitting a proposal, the bidder agrees to abide by these working procedures regarding overtime. _____

12. The bidder shall state all holidays observed by his company on which City Utilities would be expected to pay for labor at the applicable holiday rate. _____

E. BOND

Cost of required bond will be paid by City Utilities. The amount to be paid will be the actual cost of the bond verified by the bonding company's invoice and will not exceed the amounts quoted by the bidder:

Cost of bond in the amount of \$250,000: \$ _____

Cost per additional \$1,000.00 coverage: \$ _____

F. RENEWAL OPTION:

City Utilities of Springfield, Missouri shall have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of four (4) additional years. If exercised, the option shall be executed at the same prices as quoted herein subject to a maximum percentage of increase, if any, quoted by the bidder below for each applicable option period. All percentages of increase stated shall be computed against the previous year's Agreement prices.

- a) First Renewal Period (Year Two): November 1, 2019 through October 31, 2020
Percent Increase (from year one rates): _____%
- b) Second Renewal Period (Year Three November 1, 2020 through October 31, 2021
Percent Increase (from year two rates): _____%
- c) Third Renewal Period (Year Four November 1, 2021 through October 31, 2022
Percent Increase (from year three rates): _____%
- d) Fourth Renewal Period (Year Five November 1, 2022 through October 31, 2023
Percent Increase (from year four rates): _____%

Note: Failure to enter a percentage shall be interpreted to be zero percent (0%).

City Utilities reserves the right to require justification for any renewal increases.

C. **QUESTIONS / REQUESTS FOR SUBMITTALS**

Bidder shall include with submission of proposal sufficient and detailed responses to the following questions and/or requests for submittals. Responses should be submitted in a clear form that corresponds to the numbering format contained herein. Failure to provide this information as instructed may result in rejection of proposal:

A. Contractor's Business and Financial Qualifications: (Please provide the information requested below):

- 1. Local office of your firm has been in business as an electrical service and installation contractor in work similar to the scope of this contract for _____ years.
- 2. Local office of your firm has been in business under its present name for _____ years.
- 3. List at least five projects that your company (local office) currently has under contract and the approximate dollar value of each contract. _____

4. What is the approximate total dollar amount of the projects your company (local office) currently has under contract? _____

5. Has your company (local office) ever failed to complete a project or contract? Yes _____
No _____:

a. If yes, explain in detail: _____

b. _____

6. List other types of work or activities, if any, that your company (local office) engages in:

7. In the event that your company is awarded a contract, list the surety company name, address, phone, and name of agent that will furnish the bonds and the required insurance. _

8. Provide the full names and residences of persons and firms interested in entering this contract as principals: _____

9. Dun and Bradstreet Number: _____

B. Contractor's Electrical Qualifications:

1. List at least **five electrical service contracts** with commercial / industrial clients that you currently have or have successfully completed. Include the beginning and ending dates (month and year) of these contracts. _____

2. List at least **five electrical new construction projects** for commercial industrial clients completed in the last five years and the dollar value of each. Include only contracts of \$25,000 and greater. _____

e. _____

10. State three companies, along with phone numbers and contact persons, with whom bidder is currently under contract to perform electrical installations, service, repairs or system maintenance:

a. _____

b. _____

c. _____

C. Safety and Loss Control

a. List your organization's Interstate Experience Modification Rate (EMR) for the past three years. Use your intrastate EMR if not interstate rated. **Attach a signed and dated letter from your workers' compensation insurance carrier verifying your EMR.**

b. Provide your organization's Standard Occupational Classification (SOC) number.

c. Provide your organization's injury experience for the past three years using OSHA No. 300 logs (As an alternative, you may submit copies of your logs). The following items must be addressed:

1. Number of OSHA recordable cases:
2. Number of lost workday cases:
3. Number of lost workdays:
4. Number of restricted workday cases:
5. Number of fatalities:
6. Number of man-hours worked:

d. Will a full-time or part-time safety professional be utilized on this Contract? If yes, provide details including the name and contact information for the safety professional.

e. Does your organization conduct documented safety inspections? If yes, provide details including the frequency of the safety inspections, who conducts the inspections, etc.

f. From the three options below, Provide details regarding your organization's Written Safety Program:

1. Written Safety Program is currently on file with City Utilities (provide most recent revision date)
2. Written Safety Program is included with response to this RFP
3. No Written Safety Program

D. **Arbitration/Litigation.** List of all projects undertaken in the last 5 years which have resulted in partial or final settlement of the Contract by arbitration or litigation. Provide for each project:

- a. Name of client and project.
- b. Original Contract amount.
- c. Total claims arbitrated or litigated.
- d. Amount of settlement of claims.

EXCEPTIONS

The undersigned declares that the following list states any and all variations from and exceptions to the requirements of the Request for Quotation and that otherwise it is the intent that the work will be performed strictly in accordance therewith. If no exceptions are taken, state "NONE". (Note: use separate page, if necessary)

SUBCONTRACTORS

Each bidder must submit with its proposal the names of all Subcontractors and major suppliers of material and equipment that it intends to use on the job. The Board reserves the right to object to any Subcontractor or supplier.

List items to be subcontracted with proposed subcontractor

ADDENDA

The undersigned declares that the following listed addenda have been received and all changes required by them are included in the bid amount. If no Addenda have been received, state "NONE". (Note: use separate page, if necessary). Bidders are advised that addenda containing additional information and instruction pertaining to this RFP may be issued at any time. It is the bidder's responsibility to verify, prior to the stated proposal opening date/time, as to whether addenda have been issued.

AUTHORIZED SIGNATURE

The undersigned declares that all interested principals are named herein. No other person or firm has any interest in the proposal or agreement to be entered into; that this proposal is made without collusion with any other person, company, or party, submitting a proposal.

The undersigned understands and agrees that the accompanying bid deposit (if applicable) shall become the property of City Utilities should his proposal be accepted and he fail or refuse to execute the agreement and furnish a performance bond, insurance policies, and certificates of insurance as called for within the time provided.

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

In making this proposal the undersigned has taken into account each provision of all of said Contract Documents and hereby offers this Proposal and agrees to be bound and perform the work according to the terms of the Contract Documents should City Utilities issue a Notice of Award and enter into an Agreement with Bidder.

Firm Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Phone #: _____ Fax #: _____

Email: _____

*** END OF SECTION ***

V. PERFORMANCE, LABOR, AND MATERIALS BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS: That _____, as principal and _____, as surety, are held and firmly bound to the Board of Public Utilities of the City of Springfield, Missouri, hereinafter referred to as City Utilities, in the sum of _____ and no/100 U.S. DOLLARS (\$_____ U.S.) for the payment of which we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents; the conditions of this bond are such that:

WHEREAS, the above-named principal did on the ____ day of _____, _____, entered into a contract with City Utilities of Springfield, Missouri for:

Specification Title _____

NOW, THEREFORE, if the above-named principal shall well and truly:

1. Keep and perform all of the contract on his, its or their part to be kept and performed, and faithfully comply with all laws and regulations applicable thereto and complete the same within the time stipulated therein or within a reasonable time if no time is stipulated; and,
2. Pay for any and all materials, incorporated, consumed or used in connection with the construction of the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if prevailing hourly rate wages shall have been so specified). This bond is issued under the terms of Section 107.170 R.S.Mo.

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named hereby waives notice of and consents to any such changes or extensions of time.

The parties hereto agree that should any litigation arise out of this bond, the venue thereof shall be in the Circuit Court of Greene County, Missouri, or the US District Court for the Western District of Missouri, Southern Division.

IN WITNESS WHEREOF, we have hereto set our hands and seals this _____ day of _____, 20____, or have caused these presents to be executed by our authorized agent on the same day and year.

Principal: _____

Surety: _____

*** END OF SECTION ***

VI. AGREEMENT (SAMPLE)

THIS AGREEMENT made and entered into this _____ day of _____ by and between the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, hereinafter referred to as "Owner" and

- A. [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 _____,
- B. [to be used if Contractor is a partnership] _____ a partnership consisting of ___ and _____ of the City of _____,
- C. [to be used by an individual or sole trader] _____ doing business as _____ of the City of _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

THAT, WHEREAS, Owner has heretofore caused to be prepared certain Contract Documents for furnishing equipment, materials, and labor, and performing work therein fully described, and the Contractor did, on the ___ day of _____, 20 __, file with Owner his offer and bid to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, owner duly accepted the proposal and awarded a contract therefore to Contractor, based upon said bid,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the General Conditions) are attached hereto and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties.
2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI

By:

Scott Miller
General Manager

ATTEST: _____

Approved as to Form and Content: _____
CU Legal Counsel Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

Signature

Print Name

Title

*** END OF SECTION ***

VII. TECHNICAL SPECIFICATIONS

PART 1: GENERAL REQUIREMENTS

A. Time Period

1. This Agreement shall begin on the date set forth in the Notice to Proceed, issued by City Utilities, and shall continue for a period of one year. City Utilities shall have the sole option to extend the Agreement annually for four (4) additional years at the discretion of City Utilities and upon the satisfactory performance of the Contractor. When the Agreement expires, Contractor shall be required to complete all releases issued before the expiration of the Agreement.

B. Response Time

1. Some work released under this Agreement will be of an emergency nature. Such emergencies will be so designated on the work order and/or the blanket order release sent to the Contractor by City Utilities. Emergency releases will require the immediate attention of the Contractor. A service technician will be required to be on site within two hours of receiving an emergency work order and/or release. Anytime emergency work arises, and especially on the weekend or after hours, Contractor may be contacted by phone rather than by written work order or release. Contractor shall still be required to have a technician on site within two hours of receiving the emergency phone call. City Utilities will provide the written work order or release as soon as possible following the phone call and no later than the next business day. All other general maintenance requests will require a service technician to be on site within twenty-four (24) hours of receiving a work order and/or release unless other arrangements are approved by City Utilities.

C. Authorization for Services

1. Authorization for services will be released on an assigned work order sheet or on a blanket order release form as approved by CU Authorized Personnel. All work orders/releases will state the Purchase Order number, Release number, Work Order number (if applicable), location of work, person requesting the work and their phone number, and a description of the work to be performed. The work order/release will also state if the work being performed is considered to be new construction or maintenance. Prevailing wage rates will apply to all new construction releases. Work orders/releases will further stipulate whether or not the work is to be considered emergency work. If so, the two-hour maximum response time will apply.
2. Work orders/releases must be approved by the appropriate City Utilities personnel with established approval authority equal to or greater than the anticipated not-to-exceed amount of the release.
3. No work shall be performed prior to receiving written authorization of services from City Utilities.

D. Cost Estimates

1. Contractor shall furnish a written cost estimate showing an itemized listing of all materials, labor, sub-contract work, and other directly chargeable incurred costs prior to commencement of the work on any release where the total cost is expected to exceed two thousand dollars (\$2,000.00). Cost estimates shall be submitted on a not-to-exceed basis.

The amount invoiced to City Utilities will be limited to the actual cost of the work, calculated on a time and material basis, or the amount of the estimate, whichever is less. City Utilities will not pay more than the quoted amount unless City Utilities approves an addition to the scope of the release prior to the Contractor's performance of any additional work. Work that is released by CU Authorized Personnel as emergency work can be performed without the written cost estimate, but a written explanation as to the nature of the emergency must be submitted with the invoice if the total cost exceeds two thousand dollars (\$2,000.00). Where no written cost estimate is submitted and approved prior to completion of the work, and when that work is not deemed to be an emergency, City Utilities will pay no more than two thousand dollars (\$2,000.00) for that work.

2. City Utilities reserves the right to issue for public bids any individual jobs estimated to cost in excess of five thousand dollars (\$5,000.00). City Utilities also reserves the right to purchase directly any goods or materials to be installed or used by the Contractor.

E. Invoicing

1. Invoices are subject to the approval of City Utilities' Authorized Personnel.
2. Invoices shall be submitted promptly upon completion of the work released. Generally, one invoice shall be submitted per release. However, for larger releases partial invoices for progress payments may be submitted with the approval of City Utilities' Authorized Personnel.
3. Invoices shall be an itemized detailed statement of services rendered. The invoices shall contain the following information. If any of the information below is not provided, the invoice will be returned to Contractor for correction and resubmission:
 - a. City Utilities Contract Number, Release Number, and Work Order Number (if applicable) must be referenced on each invoice.
 - b. Each invoice should be clearly marked as to whether or not the work on that release is complete. Correspondingly, the invoice should be marked as a "final" invoice for completed releases and as a "partial" invoice for incomplete releases.
 - c. Names of each service technician that worked on the release being invoiced shall be included on the invoice or in the back-up documentation (i.e. service tickets).
 - d. Arrival time and departure time for the time worked shall be logged and submitted with each invoice. City Utilities will pay for time beginning when the technician arrives on site until the technician leaves upon completion of work. Technician shall log out and log back in for any time spent off site to purchase parts to complete work on City Utilities' jobs. This time may be paid by CU, but verification of time to acquire materials must be submitted and shall be logged separately from time on site. Time spent off the job for lunch shall be logged and will not be paid by City Utilities. All time shall be logged by the Custodian on site at each facility. If the Custodian is not readily available, the receptionist shall log the time. If neither the custodian nor the receptionist is available, any City Utilities employee on site may log the Contractor's time. Time spent on City Utilities jobs away from a facility, but with City Utilities personnel, shall be logged by said personnel. Time spent at unmanned locations or in the shop shall be logged as "unmanned," or "shop time," respectively. Any shop time billable to City Utilities must be pre-approved by City Utilities' Authorized Personnel.

- e. The total time spent on a job shall be added together and summed to get the total labor billing on an invoice. Any minimum charges will not be applied twice within one working day on the same release, but can be applied on jobs that extend over multiple working days. Time shall be rounded to the nearest half-hour after the total time is summed.
 - f. All materials used on the job must be listed on the invoice. Material listing shall contain a description, number used, and an extended cost of each material. Invoices from suppliers shall be kept on file by Contractor and must be available for review by City Utilities auditors if requested.
 - g. Material costs must be itemized when invoicing. City Utilities reserves the right to require supplier invoices at any time for individual material items incorporated into the work. Supplier invoices shall be submitted for all individual material items costing five hundred dollars (\$500.00) or more, exclusive of markup. This will serve to document material mark-up charges.
 - h. Contractor must also attach backup invoices for any sub-contracted work, for rental of special items such as equipment lifts, and for any other directly incurable costs invoiced.
- 4. City Utilities will pay for estimating time that is spent on a City Utilities site for work to be done. Any office/administrative time that the Contractor spends estimating work or running calculations will not be paid by City Utilities unless pre-approved by City Utilities Authorized Personnel.
 - 5. City Utilities will pay the Contractor for vehicle mileage at the mileage rate submitted on the Bid Form. Mileage shall be calculated from Contractor's previous job site to CU site. The maximum mileage charge to a destination within the corporate limits of Springfield, per service call, shall not exceed ten (10) miles; and the maximum mileage charge to a destination outside the corporate limits of Springfield, per service call, shall not exceed twenty-five (25) miles, unless pre-approved by City Utilities. (For bid evaluation purposes the annual number of miles driven on CU service calls by the contractor is estimated to be 2,500 miles).
- F. Cancellation
- 1. City Utilities of Springfield, Missouri, reserves the right to cancel part or all of this Agreement with written notice. Contractor will be paid for all work completed prior to written notice of cancellation.
- G. Other Requirements
- 1. All work must be performed to the satisfaction of City Utilities' Authorized Personnel.
 - 2. Should a question arise whether the work is new construction or maintenance, City Utilities' legal counsel shall make the final decision.
 - 3. It will be the Contractor's responsibility to notify CU Authorized Personnel of any damage done to facilities that would require repair. In the event that repairs are to be done at the expense of the Contractor, one of the following procedures will be followed:
 - a. Contractor shall repair the damage at Contractors expense;
 - b. City Utilities shall repair the damage and bill the Contractor for the cost of repair; or

- c. City Utilities shall collect from the Contractor the monetary value of the damage caused by the Contractor, measured by the reasonable cost of repair.
- 4. Contractor must notify CU Authorized Personnel of any potential conflict of interest it may encounter in Contractor's dealings with suppliers and/or subcontractors.
- 5. Contractor shall conduct all work in a manner that conforms to all Federal, State and Local laws, regulations, and ordinances and in compliance with all applicable codes, standards, and local ordinances.

PART 2: ESTIMATED SCOPE OF WORK

- A. Work shall generally consist of the following types and estimated amounts. All work will be released on a time and materials basis in accordance with the Authorization procedure and other terms and conditions contained in these documents. The estimated hours shall be used for bidding purposes and will also be used in the evaluation of bids. Actual hours of work in each category may vary, and may be higher or lower than the estimated amount. City Utilities does not guarantee or imply any minimum or maximum volume of work in any given category.
 - 1. Category 1– Minor Repairs, Maintenance that is not construction under Category 2, Service, and Adjustments to **Electrical Equipment and Systems**:
 - a. Work in this category will generally include minor repairs, maintenance, service and adjustments to electrical equipment and/or systems in response to trouble calls from CU. Contractor shall perform work in this category when released to do so.
 - b. Work shall include minor repairs of equipment or systems that are failing, have failed, or are malfunctioning. This includes, but is not limited to, installing and/or repairing lighting, outlets, switches, breakers, panels, wiring, conduit, and other electrical components as released by City Utilities, unless it constitutes a major repair (e.g., replacing all of the breakers, outlets, panels, wiring, and conduit in a building).
 - c. Approximately 90% of work in this category, more or less, will be of the non-emergency nature. As such, the 24-hour response time would apply to this work.
 - d. Approximately 10% of work in this category, more or less, will be of the emergency nature. As such, the 2-hour response time would apply to this work.
 - e. **Prevailing wage rates do not apply to work in this category.**
 - f. Estimated hours of work in this category per year are as follows:
 - i. Journeyman Labor Rate – Standard Time (est. at 1800 hours/year)
 - ii. Journeyman Labor Rate – Overtime (est. at 100 hours/year)
 - iii. Journeyman Labor Rate – Holiday (est. at 32 hours/year)
 - iv. Foreman Labor Rate – Standard Time (est. at 120 hours/year)
 - v. Foreman Labor Rate – Overtime (est. at 40 hours/year)
 - vi. Foreman Labor Rate – Holiday (est. at 16 hours/year)
 - vii. Supervisor Labor Rate – Standard Time (est. at 20 hours/year)
 - viii. Supervisor Labor Rate – Overtime (est. at 4 hours/year)
 - ix. Supervisor Labor Rate – Holiday (est. at 4 hours/year)

- x. Certified Welder Labor Rate – Standard Time (est. at 12 hours/yr)
 - xi. Certified Welder Labor Rate – Overtime (est. at 4 hours/yr)
 - xii. Certified Welder Labor Rate – Holiday (est. at 4 hours/yr)
2. Category 2 – New Construction and Capital Improvements to **Electrical Systems and Equipment**:
- a. Contractor shall perform new construction work from time to time when released to do so. Construction includes construction, reconstruction, improvement, enlargement, alteration, painting, decorating, and major repairs. Work in this category shall generally consist of equipment or system additions, improvements, upgrades, or other electrical or related work that goes beyond the scope of minor repairs, maintenance, service, and adjustments.
 - b. Work in this category will generally include the installation of new electrical equipment and systems, generally (though not always) designed by a licensed professional electrical engineer and requiring an electrical permit. Work in this category may also include the capital replacement of larger existing equipment.
 - c. New construction may include, but will not be limited to, capital replacement of electrical equipment and systems, major repairs or capital additions to existing electrical equipment and systems, construction of new electrical equipment and/or systems, and other such new construction as requested. City Utilities will determine whether or not any specific work is deemed to be “Construction.”
 - d. Approximately 90% of work in this category, more or less, will be of the non-emergency nature. As such, the 24-hour response time would apply to this work.
 - e. Approximately 10% of work in this category, more or less, will be of the emergency nature. As such, the 2-hour response time would apply to this work.
 - f. **Prevailing wage rates DO apply to work in this category.**
 - g. Estimated hours of work per year in this category are as follows:
 - i. Journeyman Rate – Standard Time (est. at 1800 hours/year)
 - ii. Journeyman Rate – Overtime (est. at 100 hours/year)
 - iii. Journeyman Rate – Holiday (est. at 32 hours/year)
 - iv. Foreman Rate – Standard Time (est. at 400 hours/year)
 - v. Foreman Rate – Overtime (est. at 60 hours/year)
 - vi. Foreman Rate – Holiday (est. at 20 hours/year)
 - vii. Supervisor Labor Rate – Standard Time (est. at 20 hours/year)
 - viii. Supervisor Labor Rate – Overtime (est. at 4 hours/year)
 - ix. Supervisor Labor Rate – Holiday (est. at 4 hours/year)
 - x. Certified Welder Labor Rate – Standard Time (est. at 12 hours/yr)
 - xi. Certified Welder Labor Rate – Overtime (est. at 4 hours/yr)
 - xii. Certified Welder Labor Rate – Holiday (est. at 4 hours/yr)
3. Some of the work under this agreement will require the use of **special equipment**. A list of special equipment that may be required and the estimated annual hours are shown below. The estimated hours shall be used for bidding purposes and will also be used in the evaluation of bids. Actual hours of work in each category may vary, and may be higher or lower than the estimated amount. City Utilities does not guarantee or imply any minimum or maximum volume of work in any given category:

- a. Bucket Truck (estimated at 180 hours/year)
- b. Digger / Auger (Line) Truck (estimated at 220 hours/year)
- c. Backhoe (estimated at 120 hours/year)
- d. Dump Truck (estimated at 100 hours/year)
- e. Trencher (estimated at 40 hours/year)
- f. Scissor Lift (estimated at 300 hours/year)
- g. Vacuum Truck (estimated at 120 hours/year, 2-hr minimum)
- h. Extendable Fork Lift (est. at 750 hours/year, 2-hr minimum)
- i. Reel Truck (est. at 180 hours/year, 2-hr minimum)
- j. Bore 2-Inch HDPE (estimated at 300 ft/year)
- k. Welding Machine (estimated at 16 hrs./year)

PART 3: CONTRACTOR'S ELECTRICAL QUALIFICATIONS

- A. Contractor shall provide City Utilities with the qualification information requested on the Bid Form, including work experience of all electricians and support personnel.
- B. Contractor shall fully submit the qualification information requested on the Bid Form. Failure to fully provide the requested information may be considered cause to reject a Contractor's bid.
- C. Contractor's Electrical qualification information will be a significant factor in the evaluation of bids.

PART 4: CONTRACTOR'S SAFETY AND LOSS CONTROL QUALIFICATIONS

- A. Contractor shall provide City Utilities with the Safety and Loss Control Information requested on the Bid Form.
- B. Contractor shall fully fill out the Safety and Loss Control Information requested on the Bid Form. Failure to fully provide the requested information may be considered cause to reject a Contractor's bid.
- C. Contractor's Safety and Loss Control Information will be a significant factor in the evaluation of bids.

PART 5: CONTRACTOR'S BUSINESS AND FINANCIAL QUALIFICATIONS

- A. Contractor shall provide City Utilities with the Business and Financial Information requested on the Bid Form.
- B. Contractor shall fully fill out the Business and Financial Information requested on the Bid Form. Failure to fully provide the requested information may be considered cause to reject a Contractor's bid.

- C. Contractor's Business and Financial Information will be a significant factor in the evaluation of bids.

PART 6: MATERIALS AND OTHER INCURRED COSTS

A. Contract Materials

1. City Utilities reserves the right to order and pay for materials for which the extended price of any one type of material exceeds five thousand dollars (\$5,000.00).
2. City Utilities will pay markup on materials which have an extended price of less than five thousand dollars (\$5,000.00) at the percentage bid on the Bid Form.
3. City Utilities will pay a maximum markup of twenty percent (20%) on any material with an extended price between five thousand dollars (\$5,000.00) and fifteen thousand dollars (\$15,000.00), if City Utilities opts to have said material supplied by the Contractor. City Utilities will pay markup on materials in this category at the percentage bid on the Bid Form, but this percentage shall not be more than twenty percent (20%).
4. City Utilities will pay a maximum markup of fifteen percent (15%) on any material with an extended price greater than fifteen thousand dollars (\$15,000.00), if City Utilities opts to have said material supplied by the Contractor. City Utilities will pay markup on materials in this category at the percentage bid on the Bid Form, but this percentage shall not be more than ten percent (15%).
5. **The estimated quantities of materials per year for bid evaluation purposes are as follows:**
 - a. **Materials costing \$5000.00 or less, estimated at \$100,000.00 per year before markup.**
 - b. **Materials costing between \$5,000.00 and \$15,000.00, estimated at \$50,000.00 per year before markup.**
 - c. **Materials costing more than \$15,000, estimated at \$50,000.00 per year before markup.**
6. The above material amounts are estimates only. These estimates will be used for bid evaluation purposes. Actual quantities may be more or less. City Utilities does not guaranty any minimum or maximum amount on materials.

B. Subcontracted Work

1. City Utilities will pay a maximum of ten percent (10%) markup for administrative costs associated with subcontracted work. City Utilities will pay this markup at the percentage bid on the Bid Form, but this percentage shall not be more than ten percent (10%).
2. Contractor shall not subcontract work normally performed by his own forces without the approval of City Utilities.
3. City Utilities generally agrees to permit subcontracted work for certain aspects of the work, including, but not limited to, general construction, painting, fire alarms and/or suppression, digital controls, communications, landscaping, and other specialty work associated with electrical construction services.

4. City Utilities reserves the right to approve or disapprove any proposed subcontractor. Contractor must obtain CU approval of any subcontractor before proceeding with subcontracted work.
 5. For bid evaluation purposes, the annual cost of subcontracted work is estimated to be \$35,000.00 before markup.
- C. Other Incurred or Directly Chargeable Costs
1. City Utilities will pay no mark-up on freight or other directly chargeable incurred costs, but City Utilities will reimburse the Contractor for these expenses at the Contractor's cost. Contractor shall provide a copy of his invoice to document these costs. (For bid evaluation purposes the annual cost of freight and other directly chargeable incurred costs is estimated at \$850.00).
 2. City Utilities will pay for equipment rental (such as lifts), including incidental fees (such as pickup and delivery fees) at the Contractor's cost plus 10% markup. Contractor shall provide a copy of his rental invoice to document costs. Incidental fees may not exceed \$150 per rental occurrence. (For bid evaluation purposes the annual cost of equipment rental is estimated at \$2,000.00 before markup).
 3. City Utilities will not pay for tools.