

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

**Sunshine Fill Site Clearing**  
**COMPETITIVE REQUEST FOR PROPOSAL**  
**RFP 0000058125**

**January, 2019**

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

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## 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:

Jeff Marler		Purchasing Department
Buyer II		City Utilities of Springfield, Missouri
(417) 831-8641	- OR -	[P] (417) 831-8363
(417) 831-8377		[F] (417) 831-8377
jeff.marler@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 0000058125**, 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
- **0000058125**

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

### C. SUMMARY SCOPE OF WORK

The work consists of removal of trees and brush from approximately 6.36 acres of land, including erosion and sediment control and material disposal. See section VIII – Technical Specifications for full details.

D. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2:00 PM (CST) on Thursday December 20, 2018**, at **City Utilities Gas & Water Operations conference room, 1321 W. Calhoun, Springfield, MO.**

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 **January 3, 2019**, 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](http://www.cityutilities.net/EBAT)

OR GO TO [www.cityutilities.net](http://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	12/7/2018
2. Proposal Due Date	1/3/2019
3. Target Date for Review of Proposals	1/10/2019
4. Anticipated decision and selection of Vendor	1/17/2019
5. Anticipated commencement date of work	1/21/2019

\*\*\* 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. 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.

### C. 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.

D. 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.

E. 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.

F. 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. 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)).

K. 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 (FOR PROPOSALS TOTALING OVER \$50,000.00)

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.

U. SCHEDULE OF WORK

The intent of this RFP is to perform all work by March 29, 2019. A Notice to Proceed will be issued at a time mutually agreeable to City Utilities and the Contractor in order to meet this intent. Once a Notice to Proceed is issued, time shall be of the essence. The Contractor shall diligently and continuously pursue the work to completion.

V. LIQUIDATED DAMAGES

In the event the contractor does not complete the work on or before the Completion Date, 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 substantially completing ALL WORK under this Contract by the identified Completion Date shall be **\$1,000 per calendar day**.

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

\*\*\* END OF SECTION \*\*\*

### III. INSURANCE REQUIREMENTS

#### INSURANCE REQUIREMENTS 1004

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 material reduction in coverage or protection of City Utilities or 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  
Springfield, MO 65802

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

(A)	Workers' Compensation* ** .....	Statutory Limits
	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

**\*\*\* City Utilities shall be added as an Additional Insured on the Liability insurance coverages.**

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 there from. 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 must be met by specifically endorsing CU onto **each required 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:

**1. Removal of trees and brush from approximately 6.35 acres of land, including erosion and sediment control and material disposal.**

**Total Lump Sum Price:**            \$ \_\_\_\_\_

Please attach additional pages containing labor and equipment rate sheets that support your lump sum bid – for reference only. Bids will be evaluated solely on Total Lump Sum Price, and any work not explicitly described in section VIII – Technical Specifications, shall be considered incidental to your lump sum bid.

**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:

1. Bidder to provide complete details as to how their firm is qualified to perform the work identified within this RFP. Details should include, but not necessarily be limited to:
  - Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP
  - Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP
  - General company information (years in business, name changes, etc.)

- Information on applicable prior projects completed for City Utilities

## 2. 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

## 3. Listing of equipment:

- a. Type and size of equipment to be used for work under this Contract.
- b. Listing of which equipment is owned, rented, and leased.

## 4. 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)

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**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

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**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.

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**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 \*\*\*

**IV. 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 \*\*\*

## V. 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

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**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
By: Authorized Representative's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\*\*\* END OF SECTION \*\*\*

## VII. SPECIAL CONDITIONS

1. **Stormwater Pollution Prevention Plan** – see document entitled “58125 CU Fill Site SWPP.pdf” posted and available for download with other bid documents.

\*\*\* END OF SECTION \*\*\*

## **VIII. TECHNICAL SPECIFICATIONS**

1. See document entitled “58125 Sunshine CFS Clearing Specs.pdf” for full technical specifications.