

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

**BORING AND DIRECTIONAL DRILLING,  
GAS AND WATER CONSTRUCTION**

**COMPETITIVE REQUEST FOR PROPOSAL  
RFP 0000070433**

**March, 2022**

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

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## I. INVITATION TO BID

### A. INTRODUCTION

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

Jeff Marler		Purchasing Department
Buyer II		City Utilities of Springfield, Missouri
[P] (417) 831-8641	- OR -	[P] (417) 831-8363
[F] (417) 831-8377		[F] (417) 831-8377
[E] <a href="mailto:first.last@cityutilities.net">first.last@cityutilities.net</a>		[E] <a href="mailto:purchasing@cityutilities.net">purchasing@cityutilities.net</a>

City Utilities of Springfield, Missouri is a municipal utility governed by the Board of Public Utilities. City Utilities is engaged in the production and distribution of electricity, distribution of natural gas, the treatment and distribution of water, provision of commercially available broadband services and the provision of public transportation services for the City of Springfield and the surrounding area. Since City Utilities is an agency of a Missouri municipal corporation, the laws of the state of Missouri shall apply and control any contract which is awarded. When the term “City Utilities of Springfield”, “City Utilities” or “CU” is used in this document, it shall refer to the City of Springfield, Missouri, a municipal corporation, operating its public utilities through the Board of Public Utilities.

CU reserves the right to waive informalities and to accept or reject any and all responses submitted. The terms “bid”, “proposal” and “response” are synonymous when used in this document. The term “Bidder” may also be referred to as “Proposer”, “Contractor” or “Seller”. “City Utilities of Springfield” may also be referred to as “City Utilities”, “Owner”, “Buyer” or “CU”.

### B. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for **RFP 0000070433**, 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](http://www.cityutilities.net) and follow these links:

- For Business (top of page)
- Purchasing
- Bidding Opportunities
- Current Bidding Events & Awards Results
- All CU Bidding Opportunities
- **RFP 0000070433**

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

### C. SUMMARY SCOPE OF WORK

The Work consists of boring and directional drilling services for a period of one year beginning upon award, with renewal options. This RFP includes provision for up to four one-year renewals, upon the mutual agreement of both City Utilities and the Bidder, priced in accordance with the proposed escalation percentage on the Bid Form.

Work will include, but is not limited to:

- Installation of 6-inch to 24-inch steel casing pipe by boring or directional drilling
- Installation of high-density polyethylene (HDPE) water mains, casing and services, 18-inch and smaller, by boring or directional drilling.
- Installation of polyethylene gas pipe casing or electrical conduit, 16-inch and smaller, by boring or directional drilling.
- Digging of bore and receiving pits for conventional boring or directional drilling operations.

Work includes close coordination with City Utilities' crews, or crews of other contractors, performing utility work adjacent to the bore or directional drill.

### D. PRE-PROPOSAL CONFERENCE

A virtual Pre-Proposal Conference will be held via GoTo Meeting at **2:00 pm (CST) on March 11, 2022**. Bidders can attend via Virtual Meeting or Conference Call. The link is:

Web:

<https://meet.goto.com/790374181>

You can also dial in using your phone.

United States: +1 (571) 317-3122

Access Code: 790-374-181

### 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-G (*Proposal Submittal Methods*), by the Proposal Opening date and time, which is **March 24, 2022, 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 ensure receipt by the due date and time specified. Mail, express mail and delivered responses must be sealed in an opaque envelope or package and should include one set of original documents plus two (2) copies (marked appropriately as "Original" and "Copy").

**\*\*\*\* Proposals in response to this 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)- *physical location for hand delivery*  
P.O. Box 551  
Springfield, MO 65801-0551

**\*\*\* SPECIAL NOTICE REGARDING HAND DELIVERY \*\*\*** Due to the existing COVID-19 Pandemic, CU's facilities are closed to the public. Bidders are strongly encouraged to utilize the Electronic Bid Attachment Tool (EBAT) or Mail/Express Mail options for submittal of a bidding event response. If the hand deliver option is utilized, the person delivering the bidding event response will be required upon arrival to call CU Purchasing at (417) 831-8363 or the security number posted at the entry doors. Once notified, a CU Purchasing representative will meet the delivery person at the door to take possession of the bidding event response. This process may take several minutes to complete and if the bid response is not physically in the hands of a Purchasing representative by the published opening date and time, it will be rejected.

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

G. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	3/1/2022
2. Proposal Due Date	3/24/2022
3. Target Date for Review of Proposals	3/30/2021
4. Anticipated decision and selection of Vendor	3/31/2021
5. Anticipated commencement date of work	4/15/2021

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

## II. RFP REQUIREMENTS

### A. REQUEST FOR INTERPRETATION, CLARIFICATION, AND ADDITIONAL INFORMATION

A prospective bidder who is in doubt as to the meaning of any part of the Contract Documents or any addenda thereto, or is seeking clarification or requesting additional data/information, may submit a written request directed to the CU Purchasing representative, and the CU Purchasing department general email address, as specified in RFP Section I-A (*Introduction*).

Any such interpretation, clarification, or recognition of additional data/information 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 RFP response and will become a part of the Contract Documents. Failure to acknowledge all addenda issued may constitute grounds for rejection of that RFP response.

All requests for interpretations must be received by the Purchasing Department no later than the **five (5) calendar days prior to the proposal opening date provided in RFP Section I-E (*Proposal Opening*)**. Requests received after that date will not be answered. Persons submitting a request will be responsible for its prompt delivery.

### 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 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. This cost will be calculated based upon the full possible five year extension of the contract, calculated at the escalation rate bid for each year.
- 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 composed 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) **28**, Effective **May 12, 2021**.

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](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.

#### N. 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.

#### O. 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.

#### P. OSHA COMPLIANCE

Contractor shall comply with all applicable OSHA rules.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 8-11-2021)*
- *City Utilities of Springfield Missouri General Conditions (Rev 8-2016)*
- *CU Contractors Working in CU Facilities or Side-by-Side with CU Employees- April 7, 2020*
- *CU Contractor Face Covering Requirement- July 7, 2020*

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>  |
| <br> |   |                     |
|      | <b>* 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.</b>  |                     |
|      | <b>** Workers' Compensation coverage shall include a waiver of subrogation in favor of City Utilities where permitted by law.</b>   |                     |
| <br> |   |                     |
| (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>  |
| <br> |   |                     |
| (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>  |
| <br> |   |                     |
| (D)  | Umbrella or Excess Insurance*** (Following Form).....   | <u>\$10,000,000</u> |

**\*\*\* The City of Springfield, Missouri including The Board of Public Utilities of the City of Springfield, Missouri dba City Utilities of Springfield, Missouri” shall be added as an Additional Insured for the full limits of the Liability Insurance coverages, using the ISO Additional Insured-Owner endorsement, CG 20 10, for premises/operations and CG 20 37 for completed operations, or substitute endorsement providing equivalent coverage.**

Contractor shall require any and all subcontractors with whom he enters into a contract to perform Work on this Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance. Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless therefrom. These Insurance Requirements are intended to be minimum coverages, and City Utilities does not warrant that coverages or amounts will be sufficient protection for contractors or City Utilities. Contractors will be responsible for any deficiencies thereof.

**NOTE:**

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

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

**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:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
A.	Install polyethylene gas pipe casing			
A-1	¾-inch through 1-1/4-inch PE gas casing	1000 feet	\$	\$
A-2	2-inch PE gas casing	1000 feet	\$	\$
A-3	2” gas casing (greater than 500 feet in aggregate)	2000 feet	\$	\$
A-4	3-inch PE gas casing	500 feet	\$	\$
A-5	4-inch PE gas casing (less than 100 feet per setup)	150 feet	\$	\$
A-6	4-inch (100 to 500 feet per setup)	1250 feet	\$	\$
A-7	4” gas casing (greater than 500 feet in aggregate)	3000 feet	\$	\$
A-8	6-inch PE gas casing (less than 100 feet per setup)	300 feet	\$	\$
A-9	6-inch PE gas casing (100 to 500 feet per setup)	400 feet	\$	\$
A-10	6” gas casing (greater than 500 feet in aggregate)	2000 feet	\$	\$
A-11	8-inch PE gas casing (less than 100 feet per setup)	200 feet	\$	\$
A-12	8-inch PE gas casing (100 to 500 feet per setup)	500 feet	\$	\$
A-13	8” gas casing (greater than 500 feet in aggregate)	1000 feet	\$	\$
A-14	10-inch PE gas casing (less than 100 feet per setup)	100 feet	\$	\$
A-15	10-inch gas casing (greater than 100 feet per setup)	200 feet	\$	\$
A-16	12-inch PE gas casing	200 feet	\$	\$
A-17	16-inch PE gas casing	200 feet	\$	\$

B. Install welded steel casing					
B-1	6-inch	200 feet	\$		\$
B-2	8-inch	200 feet	\$		\$
B-3	10-inch	200 feet	\$		\$
B-4	12-inch	200 feet	\$		\$
B-5	16-inch	200 feet	\$		\$
B-6	18-inch	200 feet	\$		\$

C. Install HDPE water pipe or casing (DR13.5, unless noted otherwise)					
C-1	1-inch HDPE, DR 9	500 feet	\$		\$
C-2	2-inch HDPE, DR 9 (less than 100 feet per setup)	500 feet	\$		\$
C-3	2-inch HDPE, DR 9 (100 to 500 feet per setup)	500 feet	\$		\$
C-4	2" HDPE, DR 9 (greater than 500 feet in aggregate)	1000 feet	\$		\$
C-5	4-inch HDPE (less than 500 feet in aggregate)	100 feet	\$		\$
C-6	4-inch HDPE (greater than 500 feet in aggregate)	1000 feet	\$		\$
C-7	6-inch HDPE (less than 500 feet in aggregate)	300 feet	\$		\$
C-8	6-inch HDPE (greater than 500 feet in aggregate)	1000 feet	\$		\$
C-9	8-inch HDPE (less than 100 feet per setup)	150 feet	\$		\$
C-10	8-inch HDPE (100 to 500 feet per setup)	750 feet	\$		\$
C-11	8-inch HDPE (greater than 500 feet in aggregate)	2000 feet	\$		\$
C-12	12-inch HDPE (less than 100 feet per setup)	100 feet	\$		\$
C-13	12-inch HDPE (greater than 100 feet per setup)	200 feet	\$		\$
C-14	16-inch HDPE (greater than 500 feet in aggregate)	200 feet	\$		\$
C-15	18-inch HDPE (DR 17, for casing)	300 feet	\$		\$

D. Pavement					
D-1	Saw cut pavement	50 feet	\$		\$
D-2	Gravel backfill	20 cu. yd.	\$		\$
D-3	Pavement removal	500 sq. ft.	\$		\$
D-4	Temporary pavement repair	200 sq. ft.	\$		\$
D-5	Permanent pavement repair	200 sq. ft.	\$		\$

E. Dig bore and receiving pits					
E-1	Dig bore pit, 8 feet or less in depth	10 each	\$		\$
E-2	Dig bore pit, greater than 8 feet in depth	5 each	\$		\$
E-3	Dig receiving pit, 8 feet or less in depth	30 each	\$		\$
E-4	Dig receiving pit, greater than 8 feet in depth	5 each	\$		\$

F. Insertion					
F-1	Fuse and insert 4" or smaller PE through casing	500 feet	\$		\$
F-2	Fuse and insert 6" or 8" PE through casing	200 feet	\$		\$
F-3	Fuse and insert 12" or 16" PE through casing	200 feet	\$		\$

G. Potholing					
G-1	Expose utility in unpaved area	60 each	\$		\$
G-2	Expose utility in paved area	40 each	\$		\$

H. Mobilization, De-Mobilization, Setup					
H-1	Normal Mobilize/De-Mobilize to/from Project Site (7-day response)	30 each	\$		\$
H-2	Emergency Mobilize/De-Mobilize to/from Project Site (24-hour response)	5 each	\$		\$
H-3	Set up rig at Project Site	60 each	\$		\$

I. Install MJ x HDPE Adapter					
I-1	Install 6-inch MJ x HDPE Adapter	5 each	\$		\$
I-2	Install 8-inch MJ x HDPE Adapter	5 each	\$		\$
I-3	Install 12-inch MJ x HDPE Adapter	5 each	\$		\$
I-4	Install 16-inch MJ x HDPE Adapter	5 each	\$		\$

TOTAL BID PRICE: \$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS

Percentage increase to extend contract through April 14, 2024 \_\_\_\_\_ %

Percentage increase to extend contract through April 14, 2025 \_\_\_\_\_ %

Percentage increase to extend contract through April 14, 2026 \_\_\_\_\_ %

Percentage increase to extend contract through April 14, 2027 \_\_\_\_\_ %

The undersigned understands that this is a unit price contract, and that City Utilities may require a greater or lesser number of units than the number estimated to be required. The successful bidder shall not be entitled to any claim other than the specified unit prices if more or fewer units than the number estimated are ultimately requested, regardless of the size of the variance. Estimated quantities and extended prices are only for evaluation of bids.

**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:

\*NOTE: If your firm is an approved contractor for the Prequalified Bidder Program – Gas and Water Construction, CU does not need a copy of your OQ or safety plan(s). However, all other information should be submitted so current data can be reviewed and evaluated.

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. Written Safety Program: Submit Written Safety Plan with bid
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.
5. Operator Qualification: Submit Operator Qualification Plan with bid
6. Drug and Alcohol Plan: Submit PHMSA Drug and Alcohol Plan with bid. Must conform to requirements of 49 CFR Parts 40 and 199

**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:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

These Special Conditions amend or supplement the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

**CHANGE** Technical Specifications, Section 00890 Permits, paragraph 1.01, to read:

“City Utilities will obtain all railroad, Corps of Engineers, City, County, and MODOT permits. City Utilities will be responsible for all paving repairs, temporary and permanent, on public rights of way. This includes paving repairs required for bore and receiving pits, as well as potholing.”

### A. Amendments to Technical Specifications

**Replace** PART II of Section 1200, Measurement and Payment, with the following revised PART II.

#### PART II. MEASUREMENT AND PAYMENT

2.01 All work, materials, labor, tools, equipment, and incidentals necessary to complete the work contained in the project shall be considered as completely covered by the unit price bid for the respective items.

2.02 The following items correspond to the items in the Bid Form:

A. **Items A-1 through A-17** (Install polyethylene gas pipe casing by boring or directional drilling): Payment will be made at the contract unit price per lineal foot of pipe of the size designated, installed, completed, and accepted. City Utilities shall supply pipe. Bid price includes fusing of the pipe along the pay length. Measurement shall be for the actual length of pipe installed at design depth or greater. Note that, for some sizes, there is separate pricing for long (over 100 feet per setup) versus short (less than 100 feet per setup) bores. Refer to paragraph H of this subsection for definition of “setup.” Note also that some items are paid for installations greater than 500 feet in aggregate; “aggregate” means total footage of “setups” included under one H-1 pay item. Payment shall not be made for pipe from ground level down to where design depth is achieved. All required digging adjacent to the bore/drill will be discussed in item E below. No additional payment will be made for rock excavation. Includes any required pavement repair and/or landscape restoration along the pay length caused by the boring/drilling process.

B. **Items B-1 through B-6** (Install welded steel casing by boring or directional drilling): Payment will be made at the contract unit price per lineal foot of pipe of the size designated, installed, completed, and accepted. City Utilities shall supply casing pipe. Pipe welding shall be included in the unit price. Measurement shall be for the actual length of pipe installed at design depth or greater. Payment shall not be made for pipe from ground level down to where design depth is achieved. All required digging adjacent to the bore/drill will be discussed in item E below. No additional payment will be made for rock excavation. Includes any required pavement repair and/or landscape restoration along the pay length caused by the boring/drilling process.

C. **Items C-1 through C-15** (Install high-density polyethylene <HDPE> water pipe or casing by boring or directional drilling): Payment will be made at the contract unit price per lineal foot of pipe of the size designated, installed, completed, and accepted. City Utilities shall supply pipe and fittings. With the exception of Item C-11, note that DR 13.5 pipe will typically be provided; however, City Utilities reserves the right to issue thinner wall pipe for casing, provided City Utilities and the Contractor agree on the acceptability of the casing pipe choice. Bid price includes fusing of the pipe along the pay length. Bid price includes placement of a 3/4-inch CTS HDPE conduit, through which is pulled a conventional tracer wire. Conduit and tracer wire to be supplied by City Utilities. Tracer wire must “tone”

properly before payment will be made. Measurement shall be for the actual length of pipe installed at design depth or greater. Note that, for some sizes, there is separate pricing for long (over 100 feet per setup) versus short (less than 100 feet per setup) bores. Refer to paragraph H of this subsection for definition of “setup.” Note also that some items are paid for installations greater than 500 feet in aggregate; “aggregate” means total footage of “setups” included under one H-1 pay item. Payment shall not be made for pipe from ground level down to where design depth is achieved. All required digging adjacent to the bore/drill will be discussed in item E below. No additional payment will be made for rock excavation. Includes any required pavement repair and/or landscape restoration along the pay length caused by the boring/drilling process.

- D. **Items D-1 through D-5 (Pavement):** Payment for Item D-1 (Saw cut pavement) will be made at the contract unit price per lineal foot of saw cut designated, completed, and accepted by City Utilities. Payment for Item D-2 (Gravel backfill) will be made at the contract unit price per cubic yard for gravel backfill (typically as required by local jurisdictions) designated, supplied, installed, completed, and accepted. Payment for Item D-3 (Pavement Removal) will be made at the contract unit price per square foot for pavement removed as designated and completed, as required to dig bore and receiving pits. Payment for Items D-4 and D-5 will be made at the contract unit price per square foot for temporary or permanent pavement repairs, respectively, designated, supplied, installed, and accepted by the applicable jurisdictional agencies. Payment for Items D-1 through D-5 is specifically excluded along the bore length. Contractor shall bear the cost of replacing damaged pavement above the bore. Note that Items D-1 through D-5 only apply to pavement on private property. All permitting and paving repairs in public rights of way will be handled by City Utilities.
- E. **Items E-1 through E-4 (Digging of bore and receiving pits):** Payment will be made at the contract unit price per pit excavated as designated. Inclusive in Items E-1 through E-4 is the maintenance of the bore pits throughout the course of the bore, as well as any hauling of excess fill material. Contractor shall supply all materials and equipment to control any groundwater or surface water, including but not limited to appropriate pumps. Contractor shall be responsible for erosion control of any excavated material associated with their work. Bore pits (Items E-1 and E-2) shall be defined as pits sized to accommodate the entire drill rig unit at the approximate installed level of the bore/drill. Receiving pits (Items E-3 and E-4) shall be defined as pits sized for installation or removal of drilling heads, bits, or reamers. “Tail ditches” for insertion of pipe shall be considered receiving pits.
- F. **Items F-1 through F-3 (Insertion):** Payment will be made at the contract unit prices (dependent upon size of carrier pipe) per lineal foot of carrier pipe designated, fused, inserted through HDPE casing, and accepted. The intent of this Item is to pay for insertion of carrier pipes through casings installed under this contract; it is not the intent to utilize this Item for insertion through casings installed by others. Payment for this Item is limited to casing length plus ten feet. City Utilities will supply carrier pipe. Items F-1 through F-3 are additive to Items C-6 through C-11 and Items A-2 through A-13.
- G. **Items G-1 and G-2 (Potholing):** These items represent an extra to be paid per required pothole. Item G-1 is for exposing a utility in an unpaved area. Payment for this item includes digging, backfilling, and landscape restoration. Item G-2 is for exposing a utility in a paved area. Payment for this item includes digging, backfilling in accordance with jurisdictional requirements. City Utilities will be responsible for permitting and pavement repairs in public rights of way.
- H. **Items H-1 through H-3 (Mobilization/De-Mobilization; Setup):** Items H-1 and H-2 (Mobilization) represent an extra to be paid for mobilization to each site-specific project issued. These items will not be paid for moving the drilling rig from one spot to another on the same project. Items H-1 and H-2 include de-mobilization at the conclusion of that specific project. These items will only be paid once per project, unless City Utilities directs the Contractor to discontinue work on a given project, and then continue at a later date. Item H-1 is for a normal response time of 7 days; Item H-2 is for an emergency response time of 24



hours. Item H-3 (Setup) represents an extra to be paid each time the Contractor sets up the drill or boring rig on a given project. For any given project, Item H-3 will be paid at least once, and may be paid multiple times. For each payment of Item H-3, City Utilities expects a successful drill to be performed; it is not the intent to pay Item H-3 multiple times per drilled segment.

- I. **Items I-1 through I-4** (Fuse on MJ adapter): Payment will be made at the contract unit prices (dependent upon size of pipe) per each mechanical joint adapter designated, fused, and accepted. City Utilities will supply MJ adapters. Items I-1 through I-4 are additive to all other items.

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

## VIII. TECHNICAL SPECIFICATIONS

Technical specifications may be found at <https://www.cityutilities.net/wp-content/uploads/purchasing-techspecs-ngw.pdf>