

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

**SpringNet Backbone Fiber
and Conduit Installation**

**COMPETITIVE REQUEST FOR PROPOSAL
0000062163**

December 2019

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

INDEX

I.	INVITATION TO BID	Page 3
II.	RFP REQUIREMENTS.....	Page 6
III.	BID FORM	Page 11
IV.	QUESTIONS/REQUESTS FOR SUBMITTALS	Page 14
V.	TECHNICAL SPECIFICATIONS	Page 17
VI.	APPENDICES	Page 25
	• APPENDIX 1: Project Insurance Requirements.....	Page 26
	• APPENDIX 2: Performance, Labor and Materials Bond Sample.....	Page 28
	• APPENDIX 3: Agreement Sample.....	Page 29
	• APPENDIX 4: SpringNet Construction Standards.....	Page 31
	• APPENDIX 5: Drawing List.....	Page 42

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 below. Contract Documents are available online as instructed in *Section B* of this document. Questions should be directed to:

Erica Sutton, CPPB		Purchasing Department
Supervisor – Purchasing		City Utilities of Springfield, Missouri
[P] (417) 831-8496	- OR -	[P] (417) 831-8363
[F] (417) 831-8377		[F] (417) 831-8377
[E] erica.sutton@cityutilities.net		[E] purchasing@cityutilities.net

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.

B. 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.

C. SUPPLEMENTAL PROCUREMENT DOCUMENTS

Procurement Documents for **RFP 000062163**, 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
- **000062163**

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

D. SUMMARY SCOPE OF WORK

Through its SpringNet division, City Utilities is expanding its fiber backbone by completing the projects in Section VI, APPENDIX 5 This work includes boring, trenching, or other necessary excavation methods for the installation of approximately 20,000 feet of conduit. Contractor shall install conduit, vaults, and other infrastructure, as well as, fiber optic cable and locatable mule tape as specified on the drawings in Section VI, APPENDIX 5. Projects must be completed by March 31st, 2020.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **9:00 AM (CST) on January 6, 2019** at City Utilities' Earl L Barkley Auditorium located in the Training Center at 301 E. Central St., Springfield, MO 65802. A conference line will also be available for participants unable to attend in person. Please RSVP to the below CU representative by 1:00 PM (CST) on January 3, 2020:

Erica Sutton
Erica.Sutton@cityutilities.net
417-831-8496

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

F. 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 15, 2020**, 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.

G. 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.

****** 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)

H. SCHEDULE OF EVENTS

Event	Date
1. RFP Distribution	12/27/2019
2. Pre-Bid	1/6/20
3. Due Date for Request for Interpretation (See Section II.A)	1/8/2020
4. City Utilities' Response to Questions	1/9/20
5. Proposal Due Date	1/15/2020
6. Anticipated decision and selection of Vendor	1/24/2020
8. Anticipated commencement date of work	2/3/2020

*** 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 seven 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.

- 80% Total Cost
- 20% 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) **26, Effective June 26, 2019**

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**:

1. *City Utilities of Springfield Missouri Standard Bidding Instructions* (Rev 10-2019)
2. *City Utilities of Springfield Missouri General Conditions* (Rev 8-2016)
3. *SpringNet Construction Standards*

Document T1 ("Standard Bidding Instructions") and Document T2 ("General Conditions") are available online at <https://www.cityutilities.net/purchasing/general/> or upon request. Document F3 ("Construction Standards") is included in Section VI, Appendix 4.

*** END OF SECTION ***

III. 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. Base Bid Item

Item 1 – Provide price for all associated work for the SpringNet Backbone Fiber and Conduit Installation as detailed in Section V. Technical Specifications, Section VI. - Appendix 4 SpringNet Construction Standards, and Section VI. - Appendix 5 Drawing List.

Base Bid Lump Sum Price: US \$ _____

2. OPTIONAL BID ITEMS

The base bid detailed above is intended to capture the entirety of this project. However, in the event additional work is needed, City Utilities is requesting pricing for the following items:

- | | |
|--|-------------------|
| <u>Item 1</u> - Additional Conduit Installation (ft.) | \$ _____ per foot |
| <u>Item 2</u> - Additional Vault Installation (ea.) | \$ _____ per each |
| <u>Item 3</u> - Additional Cable Installation in Conduit (ft.) | \$ _____ per foot |

For evaluation purposes only, the above items will be evaluated using the following quantities:

- **Item 1 – 300 FT**
- **Item 2 – 5 EA**
- **Item 3 – 1,000 FT**

3. PAYMENT/PERFORMANCE 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 Total Base Bid Lump Sum Price: \$ _____

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

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 ***

IV. 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 to these questions and/or requests for submittals 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 the rejection of the Proposal.

Questions are weighted based on project relevance and will be scored appropriately per the following scale:

Weight Designation Category	Weight Designation Category Description
x 1	Standard- general relevance that is non-project specific
x 2	Increased relevance in relation to successful project completion
x 3	Maximum relevance in relation to successful project completion

1. GENERAL DETAILS

- a. 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:
 - i. [Weight = x 3] Applicable job/contract history including the five (5) MOST RECENT references (complete with owner contact information) from jobs/contracts similar in scope to this this RFP. Include details regarding the scope and size of the project and the percentage of work self-performed.
 - ii. [Weight = x 3] Details, experience and/or resumes for employees that will work on this contract (include training programs, certifications, etc. as applicable to this RFP
 - iii. [Weight = x 1] General company information (years in business, name changes, etc.)
 - iv. [Weight = x 1] Information on applicable prior projects completed for City Utilities

2. EXPERIENCE AND CAPABILITIES

- a. [Weight = x 3] Provide answers to the following questions regarding the number of the employees within your company:
 - 1. Number of in-house supervisors?
 - 2. Number of in-house communications linemen?
 - 3. Number of in-house fiber optic splicers?
 - 4. Number of in-house underground crews?
 - 5. Number of employees with a commercial driver's license?
 - 6. Number of office/management personnel?
- b. [Weight = x 3] Provide answers to the following questions regarding the number and description of the equipment your company owns:
 - 1. Number and functionality description of boring machines?
 - 2. Number and functionality description of boring machines (rock capable)?
 - 3. Number and functionality description of backhoes/excavator?
 - 4. Number and functionality description of dump trucks?
 - 5. Number and functionality description of skid steers?
 - 6. Number and functionality description of bucket trucks?
 - 7. Number and functionality description of vacuum machines?
 - 8. Number and functionality description of hydraulic reel trailers/trucks?

- c. [Weight = x 1] What percentage of this project do you plan on self-performing (e.g. not through a subcontractor)? Provide a detailed listing of functions that will be sub-contracted.
- d. [Weight = x 2] Has your firm ever failed to complete a project for any reason? If yes, provide complete details.

3. FINANCIAL STRENGTH and RISK MANAGEMENT

- a. [Weight = x 2] Provide a current list of projects, including total dollar value for each, that your firm currently has under contract.
- b. [Weight = x 2] 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.

4. SAFETY AND LOSS CONTROL

- a. [Weight = x 1] List your firm'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. [Weight = x 1] Provide your firm's Standard Occupational Classification (SOC) number.
- c. [Weight = x 1] 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:
 - i. Number of OSHA recordable cases.
 - ii. Number of lost workday cases.
 - iii. Number of lost workdays.
 - iv. Number of restricted workday cases.
 - v. Number of fatalities.
 - vi. Number of man-hours worked.
- d. [Weight = x 1] 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. [Weight = x 1] Does your organization conduct documented safety inspections? If yes, provide details including the frequency of the safety inspections, who conducts the inspections, etc.

- f. [Weight = x 1] From the three options below, Provide details regarding your organization's Written Safety Program:
 - i. Written Safety Program is currently on file with City Utilities (provide most recent revision date)
 - ii. Written Safety Program is included with response to this RFP
 - iii. No Written Safety Program

5. DAMAGE PREVENTION

- a. [Weight = x 1] Provide details regarding your organization's Written Damage Prevention Plan:
 - i. Damage Prevention Plan is currently on file with City Utilities (provide the most recent revision date)
 - ii. Damage Prevention Plan is included with the response to this RFQ
 - iii. No Damage Prevention Plan
- b. [Weight = x 1] Does your organization investigate damages, perform a root cause analysis, and provide follow up training to operators?
- c. [Weight = x 1] Do your firm's excavation practices incorporate Common Ground Alliance Best Practices (<http://commongroundalliance.com/best-practices-guide>)? If yes, provide details for confirmation.
- d. [Weight = x 1] Do your firm's equipment operators perform a pre-excavation review of locate marks and utilities in conflict?
- e. [Weight = x 1] Has your firm had any claims for damages to underground facilities in the past year? If yes, provide details:

*** END OF SECTION **

V. TECHNICAL SPECIFICATIONS

Division 1 – Technical Specifications

1. RESPONSE TIME

1.1 **TIME IS OF THE ESSENCE REGARDING THE COMPLETION OF ALL WORK ASSOCIATED WITH THIS CONTRACT.** Contractor must have the ability to complete work, including clean-up, as assigned within the parameters provided herein:

- a) In the event the contractor does not complete the work as required per the Contract Documents, 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 type of work and size of the contract itself. The parties further agree that this is a Public Works contract and that the 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 contractor shall pay to City Utilities the following liquidated damages for the completion of any phase of this contract at a later date than the deadline specified in the Contract Documents:

- 1) First seven calendar days past due = 1.0% deduct per day from project total value
- 2) Each day over seven days past due = 1.5% deduct per day from project total value

These liquidated damages are additive in nature and will be deducted from the invoice after the damages are determined.

2. AUTHORIZATION FOR SERVICES

2.1 Authorization for services will be released on City Utilities' forms and must be approved by designated City Utilities personnel or City Utilities representative.

3. AGREEMENT REQUIREMENTS

3.1 All work must be performed to the satisfaction of City Utilities' Assigned Authorized Personnel.

3.2 Prior to the start of work, and as requested by City Utilities throughout the project, the Contractor shall submit a list of all employees who may work under this agreement showing the employee name and job classification.

3.3 If any classifications are changed, or if any employees are added or deleted, notification by the Contractor to City Utilities is required within 10 days or prior to new employees beginning work.

3.4 Contractor must notify City Utilities of any actual or potential conflicts of interest it may have in its dealings with its suppliers or subcontractors.

- 3.5 Contractor is required to conduct all construction services or activities in accordance with the regulatory documents identified and/or referenced within this RFP in addition to being in conformance with all federal, state, and local laws, regulations and ordinances for the protection of the environment.
- 3.6 Contractor shall notify City Utilities Environmental Engineer of any hazardous waste that might be considered the property of City Utilities before disposal. Any hazardous material owned by the Contractor and used on City Utilities property must be removed on a daily basis.
- 3.7 Contractor must schedule a brief session with an employee of City Utilities' Damage Prevention Department for each crew working under this agreement to review expected Damage Prevention best practices, locating requirements, and Missouri Statutory requirements.

4. PAYMENT

- 4.1 Invoices are subject to approval of City Utilities' using Department Authorized Personnel.
- 4.2 The invoice shall contain the following information at a minimum:
 - a) Release number and Purchase Order number.
 - b) All materials used on the job. Miscellaneous items may be lumped together, however, supporting invoices from suppliers must be available for review by City Utilities' auditors at random times during the agreement period.
 - c) Identification as to whether the work for which City Utilities is being billed is COMPLETE or NOT COMPLETE. If work is billed as "NOT COMPLETE", a percentage progress estimate should be provided.
- 4.3 City Utilities will be entitled to all related discounts and credits excluding discounts for early payments of less than 2.0%.
- 4.4 City Utilities may deduct, at its option, full cost of damages incurred, including commodities lost, as a result of Contractor's work or the work of any Subcontractor.

*** The remainder of this page is intentionally blank ***

Division 2 – Technical Specifications

1 SERVICES DESCRIPTIONS

1.1 **General Requirements for all service descriptions.**

- 1.1.1 Contractor must notify City Utilities representative of the next day's work plan by close of business. If changes are required, contractor must immediately notify City Utilities.
- 1.1.2 All Construction shall meet CU SpringNet's standards (See Section VI, APPENDIX 4). This includes the installation of appropriate locating facilities, e.g. trace wire and warning tape. Contractor shall comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, rules, codes, and orders.
- 1.1.3 Contractor shall make locate requests in accordance with Missouri Statute 3.19. Contractor shall 'White Line' proposed areas of excavation upon making the locate request. Contractor shall avoid excessive renewal requests and report Incorrect or No-Response locates as appropriate.
- 1.1.4 Contractor shall be required to obtain any necessary permits, etc., from the controlling authority before commencing work. Methods of street and highway crossings shall meet the approval of the appropriate jurisdictional agencies. All above work required for these methods including obtaining permits, locating facilities, planning, administrative and site work shall be included in the lump sum cost. This includes all related fees (permits, inspection or other) required by governing authority to perform work in the right-of-way.
- 1.1.5 Any changes to designed and assigned work must be approved by a City Utilities representative and clearly documented on construction print to be returned to City Utilities as a formal as-built.
- 1.1.6 Contractor shall restore all disturbed surfaces, landscaping and any other area disruptions at the expense of the contractor. Local property owners, governing authorities and City Utilities representatives shall determine the definition of disturbed surfaces.
- 1.1.7 Contractor shall restore standard surfaces as part of lump sum cost. If restoration is not completed within 48-hours, City Utilities reserves the right to complete restoration and deduct the cost of restoration from the contractor's invoice.
- 1.1.8 Contractor shall supply all consumable materials and shall have them included in the lump sum cost. However, water will be provided—where available—by City Utilities' fire hydrants. Contractor must request access to hydrants through the permit process.
- 1.1.9 All materials will be provided by City Utilities. The materials supplied by City Utilities' may only be picked-up from a CU storeroom between the hours of 9 a.m. and 3 p.m. Time spent to pick-up and return unused materials from CU storeroom or other location shall be included in the lump sum cost.
- 1.1.10 If Contractor damages a facility (private or public), contractor must immediately contact Missouri One Call System (aka MOCS, 811) to report the incident and notify a City Utilities Damage Prevention representative, as soon as possible, of the nature and location of the damage. If Contractor damages a pipeline or natural gas facility, resulting in a release of hazardous liquid or gas, contractor must immediately contact 911 and then 811, as required by Missouri statute.
- 1.1.11 All requirements and work required to meet the service descriptions shall be included in the lump sum cost provided by contractor in the Labor Unit Cost Items Section of the Bid Form unless specifically excluded in the language of this contract.

- 1.1.12 Contractor shall record the footage markings for the “as-built”. For aerial construction, the contractor must provide footage recordings at each pole, and beginning and end of loops, and the end of a fiber tail. For underground construction, the contractor must provide footage recordings at the end of each tail, and the beginning and end of each loop. For MSTs, the contractor must provide footage recordings at the pole at each end of the MST tail and end of the tail entering the NAP.
- 1.1.13 Contractor must provide accurate footage for each span. A span includes vault-to-vault or vault-to-pedestal.
- 1.1.14 Contractor must place door hangers provided by City Utilities on homes and businesses within a work area 48-hours prior to commencing work.

1.2 Installation of conduit and underground cable

- 1.2.1 Installation of up to two conduits, pedestals, vaults, and marker poles shall be included in the lump sum cost.
- 1.2.2 Depth of excavation is 24”—State may require additional depth and contractor must adhere to the State’s requirements.
- 1.2.3 The lump sum cost shall include all supplies and manpower required to place conduit per this specification.
- 1.2.4 All underground shall be installed by directional bore—unless approved by City Utilities representative.
- 1.2.5 Contractor shall maintain centerline of the excavation path in a straight line with minimum bends or changes in direction. If obstructions are encountered during the excavation, a vertical upward deflection of up to 6 inches and a vertical downward deflection of up to 24 inches shall be allowed, provided there is no conflict with existing or proposed facilities. Greater deflections than specified above shall constitute grounds for unacceptability and require re-excavating to the appropriate depth at no additional cost to City Utilities. Removal or avoidance of obstructions is to be included in the lump sum cost.
- 1.2.6 Length of excavation for unit calculation purposes shall start and end at the point which construction reaches design depth or as indicated on construction drawings.
- 1.2.7 Backfill materials shall be such as to not cause damage to the cable or the conduit (i.e. large rocks).
- 1.2.8 Contractor shall be required to work with private property owners where excavation is to occur to locate private facilities. This shall be included in lump sum cost.
- 1.2.9 Contractor must have the ability to excavate within 2’ or less of existing facilities, both City Utilities and non-City Utilities, and all expenses related to the increased difficulty of this type of construction shall be included in the lump sum cost. City Utilities expects the contractor to perform due diligence to avoid damage to existing facilities.
- 1.2.10 All excavation shall be considered unclassified (i.e. all types of material).
- 1.2.11 Contractor shall remove all excess earth, rock and debris from the site within 24-hours unless exception is granted by City Utilities representative. All excess earth, rock and debris shall not be

placed on private property, unless written permission is given by land owner and City Utilities representative is notified, and shall be stored in right-of-way, easement or contractor's equipment.

- 1.2.12 Diameter of tunnel excavation shall be large enough to allow the insertion of the pipe without damage to the exterior of the pipe. Diameter shall be no more than 2 inches greater in diameter than the size of the pipe or cable.
- 1.2.13 Width of trench excavation shall be large enough to allow the insertion of the pipe or cable without damage to the exterior of the pipe or cable. Trench width shall be maintained to allow conduit to be laid and jointed properly and backfill to be placed and compacted.
- 1.2.14 Contractor shall not backfill excavation until CU SpringNet representative gives approval to proceed with backfill.
- 1.2.15 Compactors shall be used appropriately to avoid damage to the buried pipe or cable.
- 1.2.16 Plowing equipment used by the contractor shall be of appropriate size as not to damage cable/conduit. Any damage to the conduit or cable is the responsibility of the contractor to replace. This includes re-installation, clean up, and material costs.
- 1.2.17 Excavation shall be filled with suitable materials. All backfill shall be free from organic matter, refuse, ashes, cinders, or other unsuitable materials, and shall not be frozen. Backfill of sidewalks, parking lots, roadways, etc. shall be as required by the controlling authority.
- 1.2.18 Contractor shall use manufacturer recommended equipment for the proper installation of fiber. This includes using a pulling grip and 600 lb. break-away swivel. Contractor will use cable string block sheaves—of appropriate diameter (See Section VI, APPENDIX 4)—to guide. Any damage to facilities shall be replaced at contractor's expense.
- 1.2.19 Contractor shall provide bore logs every 50' with depth and distance from the back-of-curb or the edge-of-pavement. Bore log must match print addressing with street names and cross streets.
- 1.2.20 Typically at all vaults, 100' of cable for mid-span loops and 50' for reel end loops will be placed in the vault which maintains at least the minimum bend radius of the cable unless additional fiber cable is needed as determined by CU representative.
- 1.2.21 Contractor shall install marker poles—provided by City Utilities—in the State ROW and off-ROW underground runs. These will be placed at every pull box and road crossing.
- 1.2.22 At all vaults, contractor shall plug all vacant conduits with a duct plug and seal used conduits with City Utilities approved duct seal.
- 1.2.23 Contractor shall use plywood and other methods to minimize damage to the work area. Contractor shall repair all damages and restore work area to original condition.
- 1.2.24 Installation must be performed such that no cable is damaged. If damage to the cable does occur during installation, the contractor must replace the damaged cable with acceptable material at the contractor's expense.
- 1.2.25 Facilities exposed to the environment due to construction shall be sealed against wind, water, insects, etc.

- 1.2.26 A mule tape with incorporated locate wire shall be installed by the contractor in every conduit. Contractor is to handle locate wire terminations as documented in the Standards Section (See Section VI, APPENDIX 4).
- 1.2.27 Contractor shall install cable, trace wire (AWG #10) or a toneable mule tape and pull string in existing conduits whether empty or occupied. This is included in the lump sum cost. Damage to existing cable and/or conduit during new installation will be the contractor's responsibility. The replacement of cable and/or conduit will be completed at contractor's expense.
- 1.2.28 Prior to project completion and billing, contractor shall restore the premise to the original condition as close as reasonable.
- 1.2.29 Cable installation units will be determined by the associated span lengths—for each install type—and provided on the construction drawing. All deviations from these calculated lengths must be approved by City Utilities representative. Individual coils of fiber for future use under 200' will be included as part of the lump sum cost.
- 1.2.30 Contractor shall cross or parallel all structures at Contractor's sole risk. Should any damage occur to underground facilities, Contractor is liable for full repair costs and any associated lost commodity or revenue.

1.3 Installation of support infrastructure

- 1.3.1 Utility pole risers shall be installed per appropriate City Utilities standard FOU-TR2S, FOU-TR2P, and FOU-TR4P.
- 1.3.2 Riser construction to include appropriate joining of riser with vaults, cable trench or conduit.
- 1.3.3 Vaults shall be installed per appropriate City Utilities standard FOU-TBM, FOU-TBL, and FOU-TBS.
- 1.3.4 Prior to installation of all vaults and pedestals, a min. of 6" of crushed rock (#57) must be laid in the bottom of the pit. Crushed rock shall extend 4" outside the rim of the vaults and pedestals base.

2.1 Splicing, Testing, Cleaning Fiber Cable

The details of Section 2.1 were purposely omitted as it doesn't apply to this project

3.1 Restoration of surfaces and landscaping

- 3.1.1 All excavations shall be restored as closely as reasonable to the condition existing prior to construction.
- 3.1.2 Topsoil shall be of a friable loamy character, free of sub-soil, stumps, refuse, and other foreign material.
- 3.1.3 Sandy loam of low fertility, even though mixed with leaf mold, manure or other fertilizers will not be acceptable.

- 3.1.4 Grass seed shall be clean, dry, and of a new crop. Seed shall comply with the standards of the Official Seed Analysis of North America. Seed must be recommended for full sun exposure in Springfield, Missouri. Seed must be free from Johnson grass, Canadian Thistle, or field bindweed seed.
- 3.1.5 Fertilizer shall be a mixture containing 13 pounds each of soluble nitrogen, phosphate, and potash per 100 pounds.
- 3.1.6 Plants, trees and shrubs shall be the same strain, size and dimensions as those removed and shall be nursery grown.
- 3.1.7 Restoration of all surfaces must be complete prior to billing City Utilities.
- 3.1.8 Concrete cutting shall be performed in any method as to minimize the area required for construction. Cutting method must be approved by City Utilities engineering and the appropriate governing authorities.
- 3.1.9 Area of concrete removed is to be replaced as close as reasonable to the original condition. CU engineering and appropriate governing authorities must approve finished project.
- 3.1.10 Backfill must be consistent with original fill. This may include crushed rock or other supportive subsurface. Backfill shall be included in the unit cost of cut and restore concrete surface.
- 3.1.11 Concrete driveways, parking lots, or other surface accessible to vehicle traffic shall be restored to meet the codes, ordinances, laws or regulations of the governing authority.
- 3.1.12 Asphalt cutting shall be performed in any method as to minimize the area required for construction. Cutting method must be approved by City Utilities engineering and the appropriate governing authorities.
- 3.1.13 Area of asphalt removed is to be replaced as close as possible to the original condition. CU engineering and the appropriate governing authorities must approve finished product.
- 3.1.14 Backfill must be consistent with original fill. This may include crushed rock or other supportive subsurface.
- 3.1.15 Asphalt driveways, parking lots, or other surface accessible to vehicle traffic shall be restored to meet the codes, ordinances, laws or regulations of the governing authority.
- 3.1.16 Sod shall be removed as to minimize the affected area.
- 3.1.17 Replacement sod shall be of same strain as original and of high quality.
- 3.1.18 Prior to removal of sodded surfaces on private property, contractor must receive permission from property owner and City Utilities SpringNet or City Utilities representative.
- 3.1.19 Any landscaping removed or damaged by the contractor is to be replaced as close as reasonable to the original condition at the expense of the contractor.

4.1 Hourly Equipment and Labor (Maintenance, Emergency, City Utilities Approved)

The details of Section 4.1 were purposely omitted as it doesn't apply to this project

5.1 Asbestos Cement Pipe Demolition and Disposal

- 5.1.1 Contractor is being made aware that work on asbestos cement (AC) pipe is governed by OSHA regulations and that compliance with OSHA regulations is the sole responsibility of Contractor. Work on AC pipe shall only be performed by OSHA trained personnel overseen by a “competent person” as defined by OSHA. Contractor shall be or retain a Registered Asbestos Contractor with the Missouri Department of Natural Resources. Additionally, all work shall be in accordance with EPA’s National Emission Standards for Hazardous Air Pollutants (NESHAP), EPA’s Governmental Employee Worker Protection Rule, and Missouri DNR’s Air Asbestos Rule.
- 5.1.2 Disposal: Contractor is responsible for ensuring all sections and pieces of AC pipe and materials removed are properly packaged and disposed of at a licensed solid waste landfill approved by City Utilities. If desired, City Utilities will provide guidance to the Contractor on the landfill’s waste approval process. However, costs for disposal are borne by the Contractor, unless otherwise indicated. Contractor will document disposal by providing to City Utilities the waste manifest(s) signed and returned to the Contractor by the landfill representative.
- 5.1.3 Reporting: Contractor is responsible to report to City Utilities information necessary for reporting compliance to Missouri Department of Natural Resources. Contractor shall supply the name of the competent person who is performing any work on the pipe or any pipe removal, transport and disposal. The contractor shall provide the name and location of the disposal facility.

*** END OF SECTION **

VI. APPENDICES

- APPENDIX 1: *Project Insurance Requirements*
- APPENDIX 2: *Performance, Labor and Materials Bond Sample*
- APPENDIX 3: *Agreement Sample*
- APPENDIX 4: *SpringNet Construction Standards*
- APPENDIX 5: *Drawing List*

APPENDIX 1. PROJECT 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>
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(D)	Umbrella or Excess Insurance*** (Following Form).....	<u>\$5,000,000</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.

*** END OF SECTION ***

APPENDIX 2. 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 ***

APPENDIX 3. 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:

Jimmy Kinser
Manager - Purchasing

ATTEST: _____

Approved as to Form and Content:

CU Legal Counsel

Date

CONTRACTOR:

Company Name

By: Authorized Representative's Signature

Print Name

Title

ATTEST:

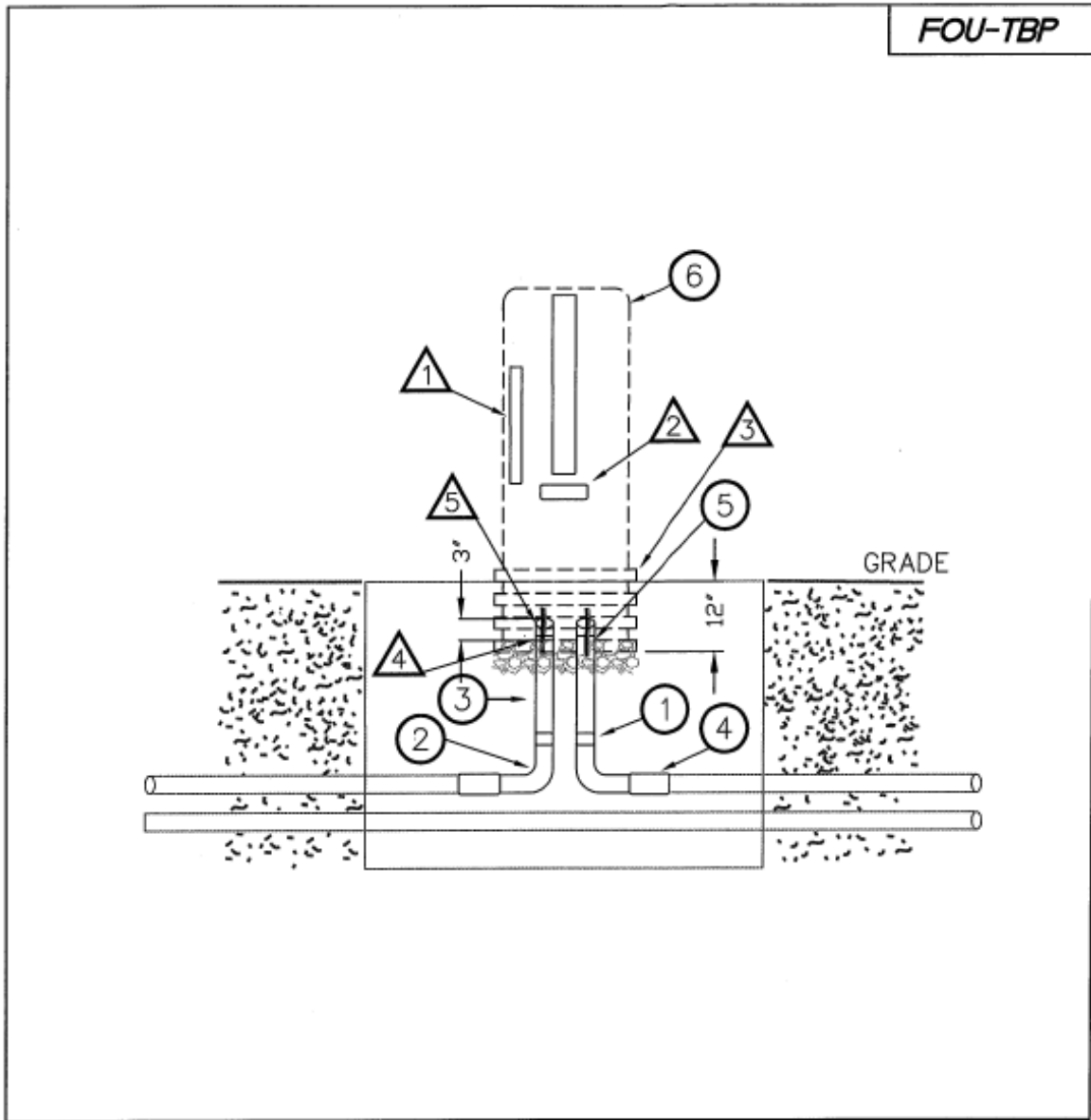
Signature

Print Name

Title

*** END OF SECTION ***

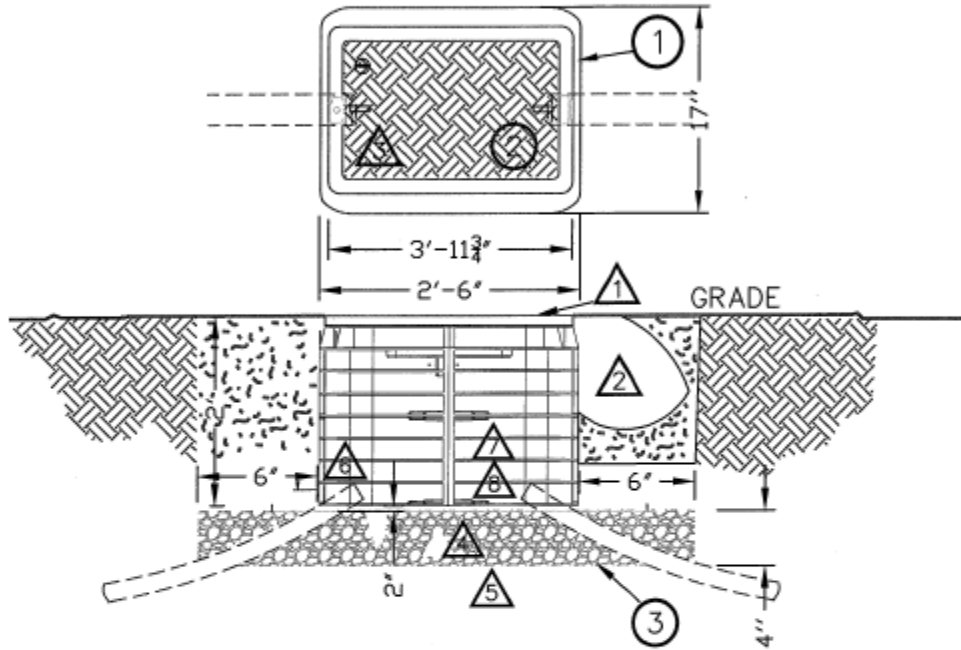
APPENDIX 4. SPRINGNET CONSTRUCTION STANDARDS
 (See details in Section I.C to view this document
 online).



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
2	Coupling, 2" PVC	00109161			
2	Elb, 2" PVC, 18" Radius, 90 Degree	00109186			
10	Conduit, 2" PVC,	00109066			
2	Coupling, 2" E-LOC	02500142			
2	Bushing, 2" PVC	*****			
1	Pedestal, 10"x10", Above Grade	*****			

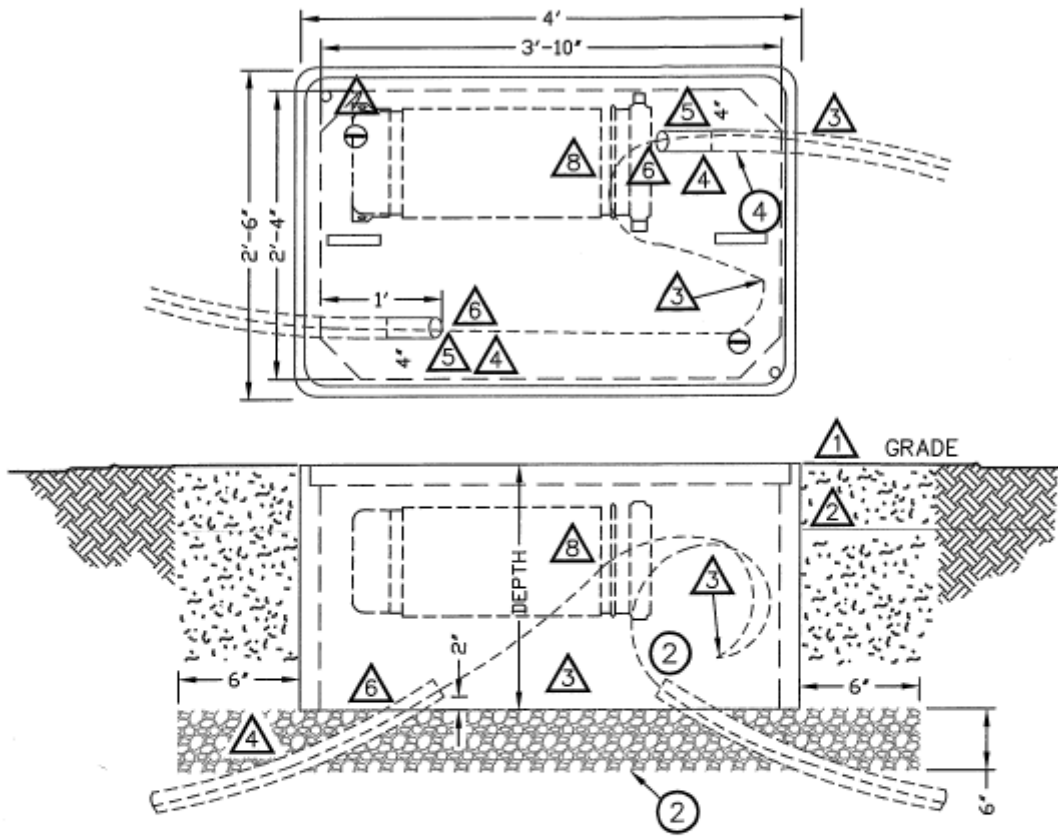
GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.	
1	U.G. LABEL -- PLACED BY PEDESTAL INSTALLATION CREW.	DRAWN BY:	FIBER OPTIC UNDERGROUND PEDESTAL PULL BOX
2	PEDESTAL LOCK FACING THE STREET.	APPROVED BY:	
3	PEDESTAL BASE TO BE BURIED UP TO BOTTOM OF FIRST NOTCH.	REVISD BY:	
4	CONDUIT TO END 3" ABOVE GRAVEL.	APPROVED DATE:	REVISD:
5	MULE TAPE TO EXTEND FROM TAPED END OF CONDUIT.	06/19	SHEET OF 1 1
			STD. NO. FOU-TBP



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	Vault, Fiber Optic, Small				
1	Vault Lid				
1	3/4\" Clean Basestone (Contractor Provided) (Approximately 0.4 CY)				

GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
1	INSTALL FLUSH WITH GRADE	DRAWN BY:	FIBER OPTIC UNDERGROUND SMALL PULL BOX		
2	PLACE WARNING TAPE 6\"-12\" BELOW GRADE	JSR			
3	CONNECT ALL TRACE WIRES AT A COMMON POINT.	APPROVED BY:			
4	CONDUITS NUMBER AND SIZE SPECIFIED CONSTRUCTION ON DRAWING.	JDF	REVISD BY:	APPROVED DATE:	REVISD:
5	PLACE HANDHOLE ON CRUSHED ROCK BED (MIN 4\")			06/19	
6	DUCT SEAL END OF CONDUITS.				
7	COIL TRACER WIRE INSIDE BOX.				
					SHEET OF 1 1 STD. NO. FOU-TBS



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	FOU-TBM MEDIUM BOX				
1	Fiber Optic Splice Vault with Lid	#####			
1	Duct Seal	00108116			
3	¾" Clean Basestone (Contractor Provided) (Approximately 0.6 CY)				

- GENERAL NOTES**
- 1 Install flush with grade.
 - 2 Place Warning Tape (Stock No. 00139571) 6"-12" below grade.
 - 3 Coil Trace Wires (Stock No. 00211571) in the box and connect at a common point.
 - 4 Quantity and size of conduits are specified on construction drawings.
 - 5 Duct Seal end of conduits.
 - 6 Install conduit in opposite corners of the box.
 - 7 A Penta-Head socket is required for entry.
 - 8 Use FOU-TBM for one splice case.
See FOU-EF for more than Cross-connect Cabinet.

**SPRINGNET CONSTRUCTION STANDARD
CITY UTILITIES OF SPRINGFIELD MO.**

DRAWN BY: JDF

APPROVED BY: RDG

REVISED BY:

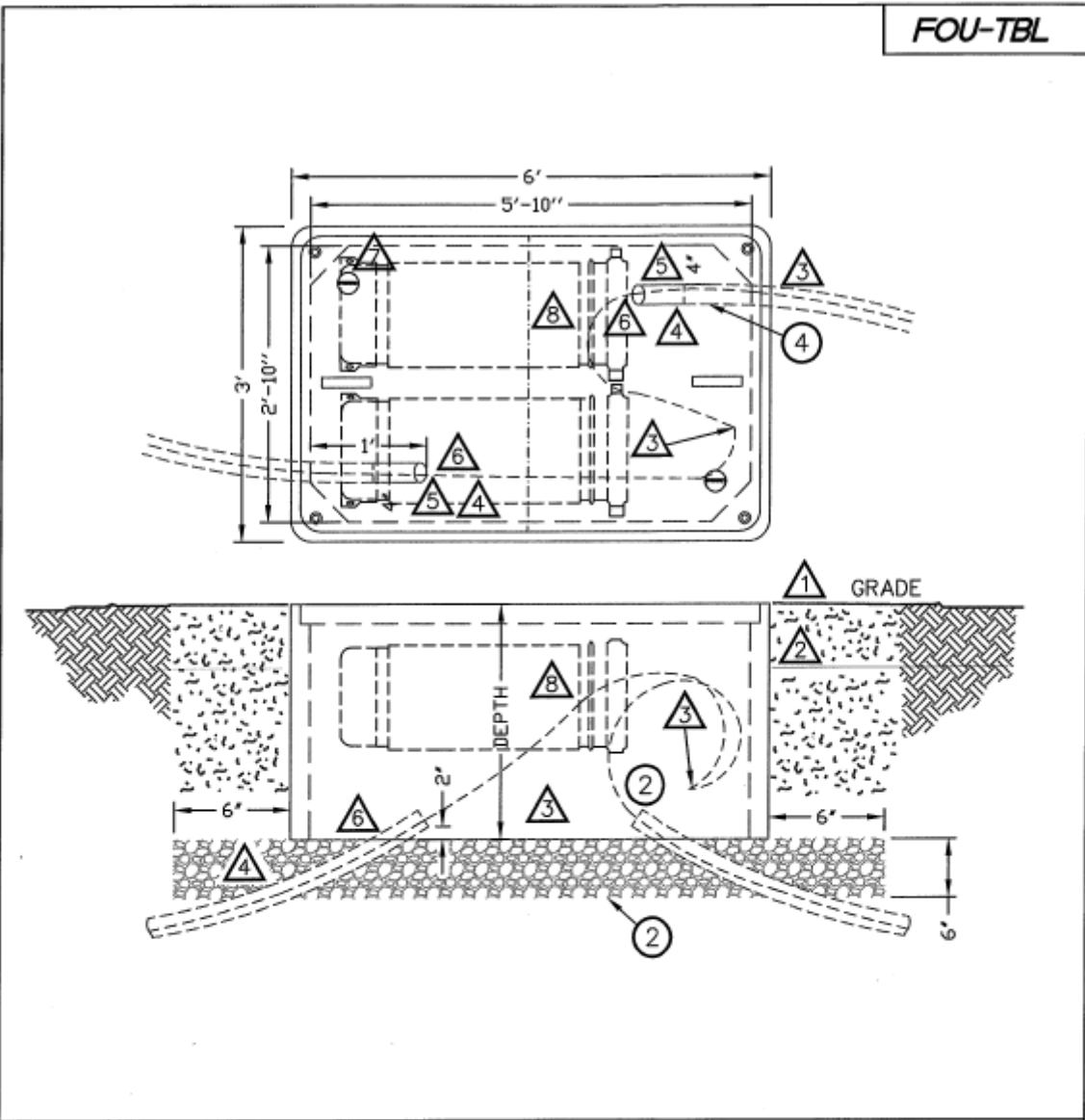
APPROVED DATE: 06/19

REVISIONS:

SHEET 1 OF 1

STD. NO. FOU-TBM

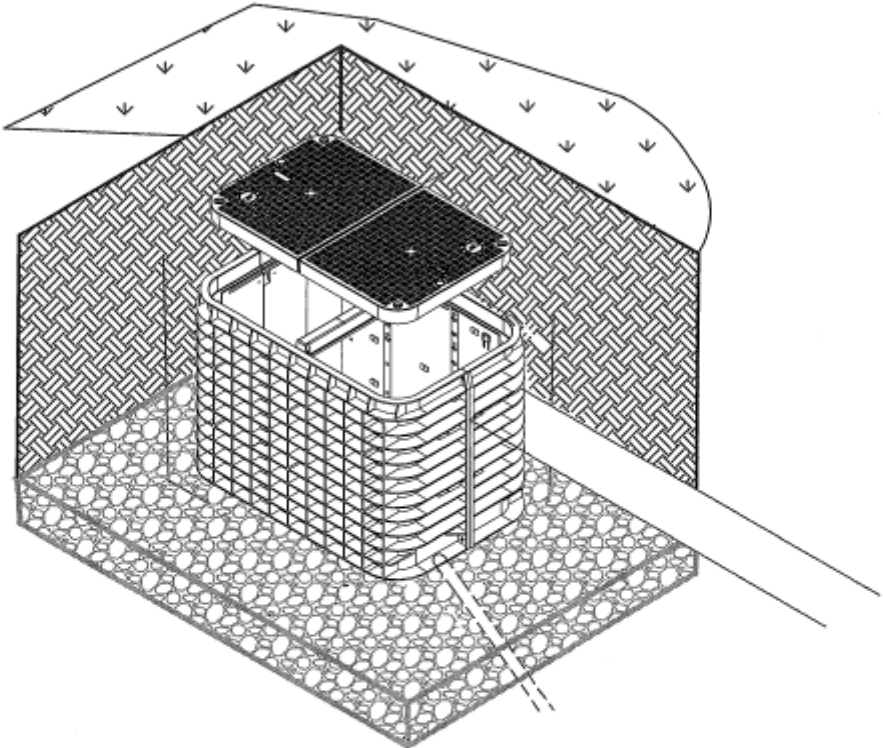
FIBER OPTIC UNDERGROUND MEDIUM PULL BOX



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	FOU-TBM MEDIUM BOX DEPTH - 3' 6"				
1	Fiber Optic Splice Vault with Lid	#####			
1	Duct Seal	00108116			
3	¾" Clean Basestone (Contractor Provided) (Approximately 0.6 CY)				

GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
1	Install flush with grade.	DRAWN BY:	FIBER OPTIC UNDERGROUND LARGE PULL BOX		
2	Place Warning Tape (Stock No. 00139571) 6"-12" below grade.	JDF			
3	Coil Trace Wires (Stock No. 00211571) in the box and connect at a common point.	APPROVED BY:			
4	Quantity and size of conduits are specified on construction drawings.	RDG	REVISED BY:	APPROVED DATE:	REVISID:
5	Duct Seal end of conduits.			06/19	
6	Install conduit in opposite corners of the box.				
7	A Penta-Head socket is required for entry.				
8	Use FOU-TBM for one splice case. See FOU-EF for more than Cross-connect Cabinet.				
				SHEET OF 1 1	STD. NO. FOU-TBL

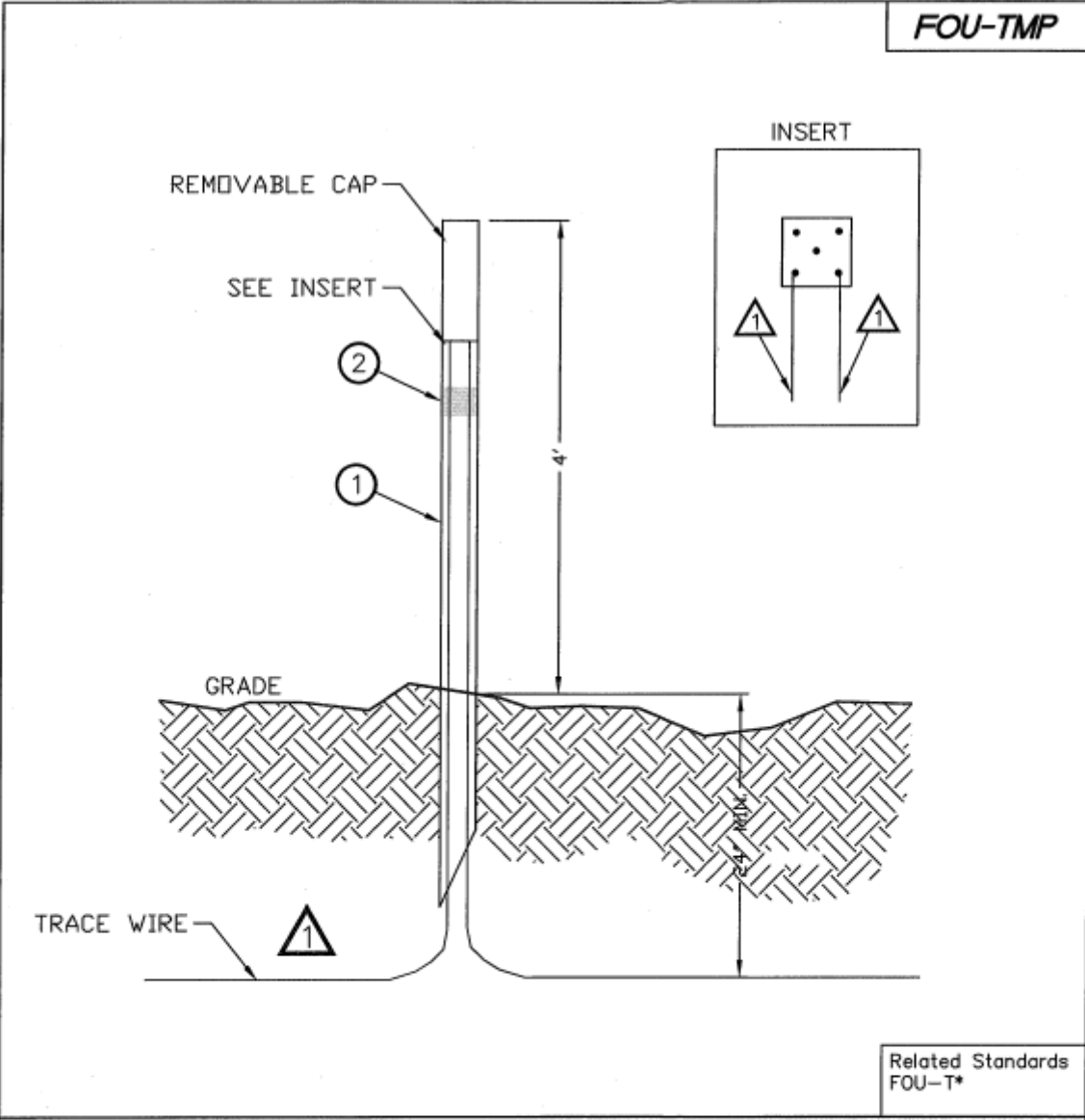


MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	FIBER OPTIC SPLICE VAULT				
2	3/4" CLEAN GRAVEL (APPROXIMATELY 0.6 CY)				

GENERAL NOTES	
1	INSTALL FLUSH WITH GRADE
2	PLACE WARNING TAPE 6"-12" BELOW GRADE
3	CONNECT ALL TRACE WIRES AT A COMMON POINT.
4	CONDUITS NUMBER AND SIZE SPECIFIED CONSTRUCTION ON DRAWING.
5	PLACE HANDHOLE ON CRUSHED ROCK BED (MIN 6")
6	DUCT SEAL END OF CONDUITS.
7	COIL TRACER WIRE INSIDE BOX.
8	INSTALL CONDUIT IN OPPOSITE CORNERS OF HANDHOLE
9	PENTA HEAD SOCKET REQUIRED FOR ENTRY

SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
DRAWN BY: GKH	FIBER OPTIC UNDERGROUND PULL BOX INSTALLATION		
APPROVED BY: RDG			
REVISED BY:			
APPROVED DATE: ##/##	REVISED:	SHEET OF 1 OF 1	STD. NO. FOU-INST

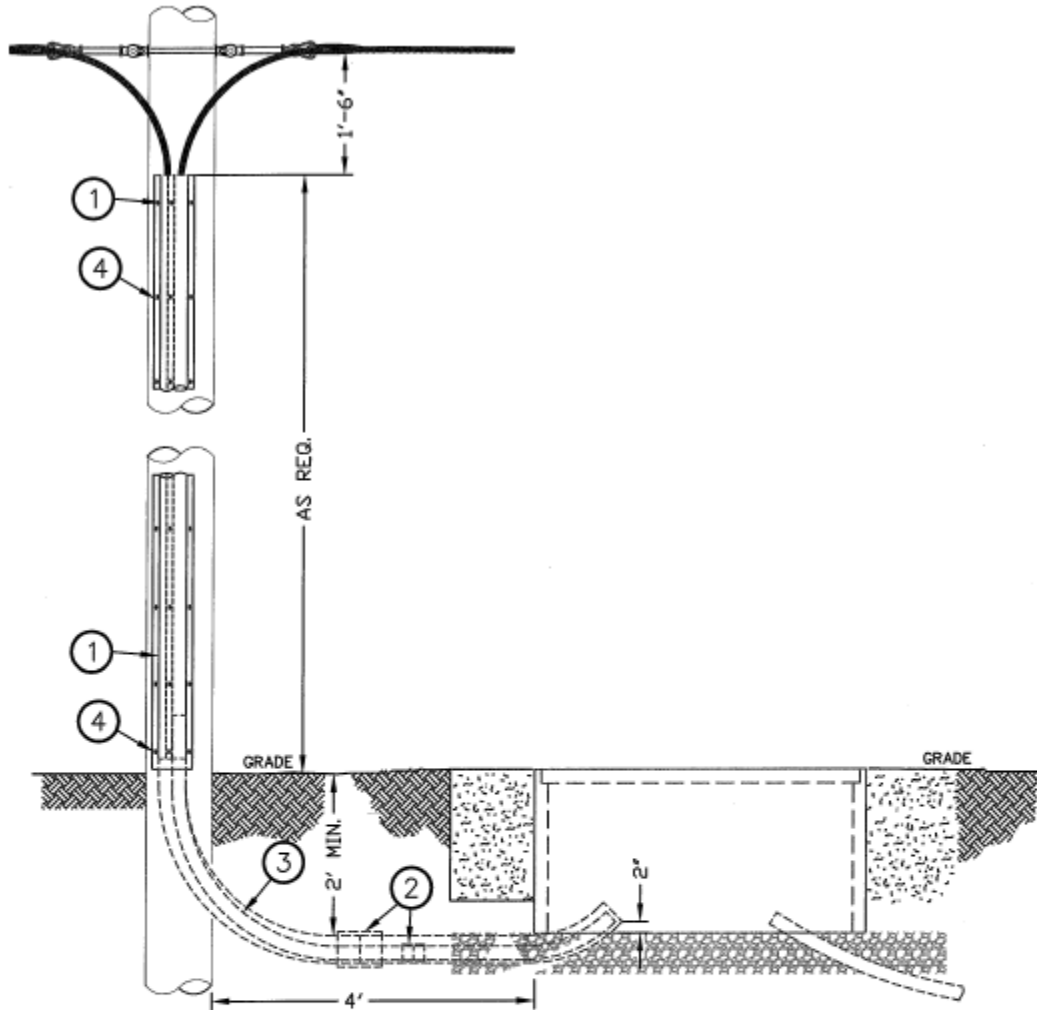


Related Standards
FOU-T*

MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	MARKER, HI-VISIBILITY, TEST, 6FT.	00140165			
2	STICKER-TELECOM PROPERTY OF	00141812			

△	GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
	1	LOCATE WIRE (STOCK NO. 00211571) MAY BE ATTACHED TO MARKER POLE BUT IS NOT REQUIRED.	DRAWN BY: JDF	FIBER OPTIC UNDERGROUND TRENCH MARKER POLE		
		APPROVED BY: RDG				
		REVISED BY:				
		APPROVED DATE: ##/##	REVISED:	SHEET 1 OF 1	STD. NO. FOU-TMP	

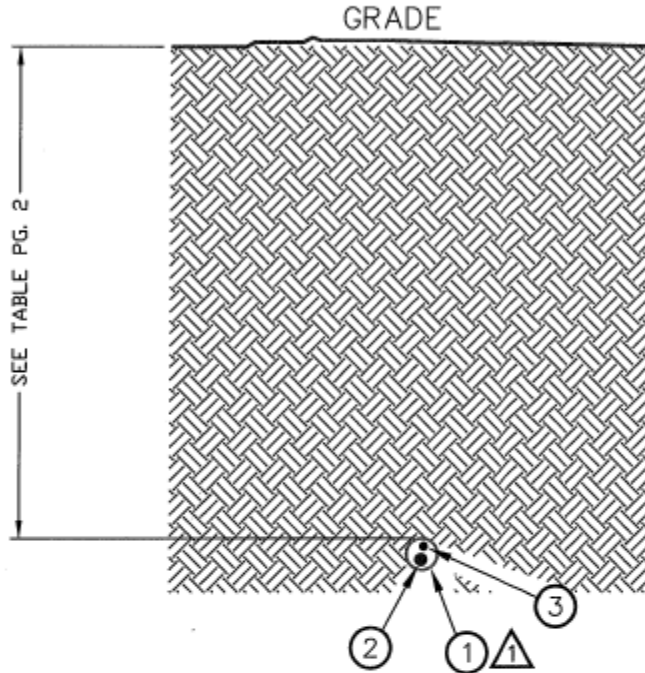


Related Standards
FOU-TB*
FOU-TBS

MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.		
FOU-TR2P 2' Riser			FOU-TR4P 4' Riser				
1	20	2" PVC U-Guard	02500155	1	20	4" PVC U-Guard	02502326
2	1	2" ELoc Coupling	02500142	2	1	4" Eloc Coupling	02500147
3	1	2" Sch 40 PVC El, 24" Radius	00109201	3	1	4" RGS El, 24" Radius	00121940
4	20	3/8" X 2" Lag Screw	00102348	4	20	3/8" X 2" Lag Screw	00102348

GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.	
1	Maintain 18" minimum bending radius of cable.	DRAWN BY:	FIBER OPTIC UNDERGROUND RISER POLE U-GUARD
2	Deadend by others.	JDF	
3	See FOU-TBS or FOU-TBL as specified on construction drawing.	APPROVED BY:	
4	Place warning tape 6"-12" below surface.	RDG	REVISED BY:
5	Split Elbows are available for existing installations: 2" is Stk. No. 02507157 and 4" is Stk. No. 02503742.	APPROVED DATE:	REVISION:
6	3" or 4" Elbows will use FOU-TR4P.	05/19	SHEET OF 1 1
		STD. NO. FOU-TR*P	



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	ORANGE HDPE CONDUIT, SDR 11 (CONTRACTOR SUPPLIED)				
2	FIBER OPTIC CABLE				
3	#10 COPPER TRACE WIRE	00211571			

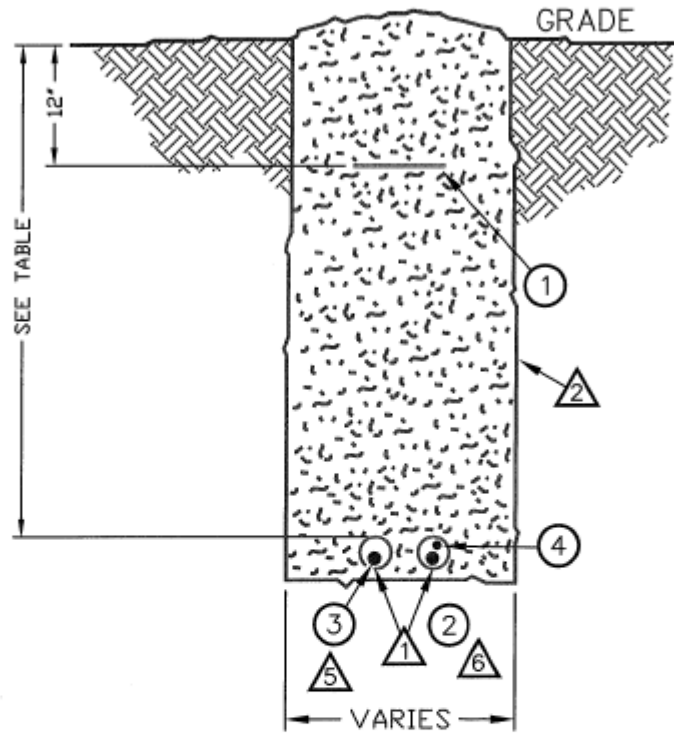
GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
1	NUMBER, TYPE AND SIZE OF CONDUITS SPEC. IN CONSTRUCTION DWG.	DRAWN BY: JDF APPROVED BY: RDG REVISED BY:	FIBER OPTIC UNDERGROUND BORE DETAIL		
		APPROVED DATE: ##/##	REVISED:	SHEET OF 1 2	STD. NO. FOU-B*

CONDUIT DEPTH AND SIZING TABLE

FOU-B*

FOU-B224	24" MIN. COVER	2" CONDUIT
FOU-B236	36" MIN. COVER	2" CONDUIT
FOU-B248	48" MIN. COVER	2" CONDUIT
FOU-B249	72" MIN. COVER	2" CONDUIT
FOU-B424	24" MIN. COVER	4" CONDUIT
FOU-B448	48" MIN. COVER	4" CONDUIT
FOU-B449	72" MIN. COVER	4" CONDUIT
FOU-2B224	24" MIN. COVER	TWO 2" CONDUITS
FOU-3B236	36" MIN. COVER	THREE 2" CONDUITS
FOU-4B236	36" MIN. COVER	FOUR 2" CONDUITS

SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
DRAWN BY:	JDF	FIBER OPTIC UNDERGROUND BORE DETAIL	
APPROVED BY:	RDG		
REVISED BY:			
APPROVED DATE:	###/###	REVISED:	
		SHEET OF	STD. NO.
		2 OF 2	FOU-B*



MATERIAL LIST

QTY.	DESCRIPTION	STOCK NO.	QTY.	DESCRIPTION	STOCK NO.
1	WARNING TAPE	00109402			
2	2" PVC, SCHEDULE 40 4" PVC, SCHEDULE 40 2" HDPE, ORANGE, SDR 11 4" HDPE, ORANGE, SDR 11				
3	FIBER OPTIC CABLE				
4	#10 COPPER TRACE WIRE	00211571			

GENERAL NOTES		SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
1	NUMBER, TYPE AND SIZE OF CONDUITS SPEC. IN CONSTRUCTION DWG.	DRAWN BY:	FIBER OPTIC UNDERGROUND TRENCH DETAIL		
2	SELECT BACKFILL.	JDF			
3	APPROVED BY:	RDG			
4	DOMES TOP OF TRENCH FOR SETTLEMENT OR MATCH EXISTING SURFACE AS REQUIRED BY CONDITIONS.	REMOVED BY:			
5	FINAL GRADE.	APPROVED DATE:	REMOVED:	SHEET OF	STD. NO.
6	KEEP TRENCH WIDTH TO MINIMUM AS NECESSARY.	##/##		1 2	FOU-T*
6	ALL CONDUIT IS CONTRACTOR PROVIDED.				

CONDUIT DEPTH AND SIZING TABLE

FOU-T224	24" MIN. COVER 2" CONDUIT
FOU-T236	36" MIN. COVER 2" CONDUIT
FOU-T248	48" MIN. COVER 2" CONDUIT
FOU-T424	24" MIN. COVER 4" CONDUIT
FOU-T448	48" MIN. COVER 4" CONDUIT
FOU-3T236	36" MIN. COVER THREE 2" CONDUITS
FOU-4T236	36" MIN. COVER FOUR 2" CONDUITS

SPRINGNET CONSTRUCTION STANDARD CITY UTILITIES OF SPRINGFIELD MO.			
DRAWN BY: JDF	FIBER OPTIC UNDERGROUND TRENCH DETAIL		
APPROVED BY: RDG			
REVISED BY:			
APPROVED DATE: ##/##	REVISED:	SHEET OF 2 2	STD. NO. FOU-T*

APPENDIX 5. DRAWING LIST

The following is a list of drawings specific to the project outlined in this RFP:

- i. A.1 - Glenstone-Sunset Page 2 Signed 12-12-19*
- ii. A.2 - Sunset to Clay Low Res Page 1*
- iii. A.3 - Sunset to Clay Low Res Page 2*
- iv. A.4 - Twin Oaks to Kansas Low Res Page 1*
- v. A.5 - Twin Oaks to Kansas Low Res Page 2*

The above drawings are available on our website at:

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

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