

2016  
DIRECTIONAL BORING  
RFP & CONTRACT



116 South Main Street  
Fountain, CO 80817  
(719) 322-2092  
(719) 391-0463 Fax  
[www.fountaincolorado.org](http://www.fountaincolorado.org)

**REQUEST FOR PROPOSALS**

**2016  
DIRECTIONAL BORING CONTRACT  
FOR CITY OF FOUNTAIN ELECTRIC DEPARTMENT**

PROPOSALS CLOSING DATE:

**March 11, 2016**

Kelly Barlow General Foreman  
City of Fountain Electric Department  
116 South Main Street  
Fountain, CO 80817  
Phone: (719) 322-2092  
FAX: (719) 391-0463



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SECTION I  
PROPOSAL INFORMATION**

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

**1.1 SUBMISSION OF PROPOSAL**

All proposals will be sealed and received by the City of Fountain. Proposals shall be in one envelope clearly marked: “2016 DIRECTIONAL BORING CONTRACT FOR CITY OF FOUNTAIN ELECTRIC DEPARTMENT.”

- A. Sealed offers are to be submitted to:  
Kelly Barlow, General Foreman  
City of Fountain Utilities Electric Department  
116 South Main Street  
Fountain, CO 80817

\*\*\*\*\*NO LATE OFFERS WILL BE ACCEPTED\*\*\*\*\*

**FACSIMILE OR TELEGRAPHIC PROPOSALS WILL NOT BE ACCEPTED**

- B. Closing Date: **March 11, 2016**

**1.2 NUMBER OF COPIES**

Proposer shall submit one original set and one (1) copy of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Fountain. The original copy shall be unbound and clearly marked “*Original*”.

**1.3 PROPOSAL INFORMATION**

- A. All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the RFP shall be submitted in writing no later than FIVE (5) calendar days or by **March 7, 2016**, prior to the deadline for submission of offers.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response or specific parts of the response can be shown to be exempt from public information. Proposers are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The City of Fountain assumes no obligation or responsibility for asserting legal arguments on behalf of potential proposers.
- C. This is not a public bid opening, therefore, the City of Fountain will not release any information pertaining to the number of offers received, names of proposers, or pricing until an award is made. The City of Fountain will confirm receipt of your proposal if requested.

#### **1.4 CONFIDENTIAL OR PROPRIETARY INFORMATION**

If a proposer believes that parts of an offer are confidential, then the proposer must so specify. The proposer must stamp in bold letters the term CONFIDENTIAL on that part of the offer which the proposer believes to be confidential. The proposer must submit in writing specific detailed reasons, including any relevant legal authority, stating why the proposer believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The City of Fountain will be the sole judge as to whether a claim is general and/or vague in nature. All offers and parts of offers, which are not marked as confidential, will be automatically considered public information after the contract is awarded. The successful offer may be considered public information even though parts are marked confidential.

#### **1.5 AMENDMENTS**

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposer to make an adequate interpretation of this RFP, a supplement to the RFP will be provided to each proposer. Amendments to this RFP may be issued at any time prior to the time set for receipt of proposals. The proposers are required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

#### **1.6 WITHDRAWAL OR MODIFICATION OF OFFERS**

Any proposer may modify or withdraw an offer in writing at any time prior to the close date. (see 1.1 above).

#### **1.7 ACCEPTANCE**

- A. Any offer received shall be considered an offer, which may be accepted by the City of Fountain based on initial submission without discussions or negotiations.
- B. Acceptance time. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Fountain at anytime within 90 days from the close date. (see 1.1 above).
- C. The City of Fountain reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Fountain. Failure of the proposer to provide in its offer any information requested in the RFP may result in rejection for non-responsiveness.

#### **1.8 PROPOSAL PREPARATION COST**

The cost of proposal preparation is not a reimbursable cost. Proposal preparation costs shall be at the proposer's expense and are the proposer's total responsibility.

#### **1.9 AWARD**

The City of Fountain intends to make an award using the evaluation criteria and other factors as indicated in this Request for Proposals (RFP). The City reserves the right to reject any or all Proposals or accept which is, in its judgment the best Proposal. See Section IV for Evaluation Elements.

**1.10 CONTRACT ADMINISTRATION**

The City of Fountain through the Electric Department through its Electric Utility Enterprise shall be responsible for administration of the contract for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

**1.11 SUBSTANTIVE PROPOSALS**

The respondent(s) shall certify (a) that this proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that the respondent(s) has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that the respondent(s) has not solicited or induced any other person, firm, or corporation from proposing; and (d) that the respondent(s) has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Fountain.

**1.12 GOVERNING LAW**

The laws of the State of Colorado shall govern any contract executed between the Contractor and the City of Fountain. Further, the place of performance and transaction of business shall be deemed to be in the County of El Paso, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be the District Court of the Fourth Judicial District, El Paso County, Colorado.

**1.13 INQUIRIES**

Questions about the RFP shall be in writing and directed to Kelly Barlow at the following address. A written response to any inquiry will be provided in the form of an Amendment to the solicitation to each Proposer.

Kelly Barlow  
Electric General Foreman  
City of Fountain Electric Department  
116 South Main Street  
Fountain, CO 80817  
[kelly@fountaincolorado.org](mailto:kelly@fountaincolorado.org)

**1.14 EXCLUSIVITY**

This contract shall not be considered exclusive or prohibiting the City of Fountain from obtaining services from other providers as deemed necessary by the City of Fountain in order to ensure services on an as needed basis. The City reserves the right to award more than one contract, if it deems it in the best interest to do so.

### **1.15 SCHEDULE OF EVENTS**

The upcoming schedule of events is tentatively scheduled as follows:

|                                      |                                 |
|--------------------------------------|---------------------------------|
| Advertise Requirement                |                                 |
| Issue Request for Proposal           | February 25, 2016               |
| Written Questions Due Date           | March 7, 2016                   |
| Proposal Submittal Due Date          | March 11,2016                   |
|                                      |                                 |
| Award of Contract (Letter of Intent) | March 29, 2016                  |
| Pre-Construction Meeting             | March 30, 2016 Time TBD         |
| Commence Full Service                | No later than March 31, 2016    |
| Completion Target Date               | No later than December 31, 2016 |

## **SECTION II MINIMUM SPECIFICATIONS**

### **2.1 SUMMARY OF INTENT**

The City of Fountain is soliciting proposals from contractors that are interested in completing Horizontal Boring Services for the City of Fountain Utilities Electric Department at various locations and times throughout the City of Fountain Electric Service Territory. This is for a multiple award construction contract (MACC) and is being advertised on an unrestricted basis inviting full and open competition with three or more contract awards reserved for highly qualified contractors. Cost structure, availability of staff and resources will be a factor in issuing task orders for each project. The intent is to award three or more Indefinite Delivery Indefinite Quantity (IDIQ) construction contracts to proposers whose proposals, conforming to the Request for Proposal (RFP), will be the most advantageous to the City of Fountain resulting in the Best Value, Price and other factors considered. Additional review factors will be based on organizational background and overview, schedule, project approach, personnel and references. Award of task orders will be on a firm fixed price basis and issued by the General Foreman or his designee, based on cost structure and availability of contractor.

Responses to this Request for Proposals will be accepted until **March 11, 2016 by the close of business or 5:00 P.M.**

### **2.2 DESCRIPTION OF PROJECT**

Complete bores at various locations and times throughout the City of Fountain Electric Service Territory of multiple conduits and sizes. Some bores will take place in backyards. Contractor is to fuse all HDPE. All bores must be 42” minimum depth; deeper if possible (up to 48”), lengths that can range from 40’ to 1,000’. Contractor will use reamer when pulling in multiple pipe runs. If necessary, some projects may include digging pits at transformers and other electrical equipment as needed. It will be the contractor’s responsibility to notify customers as necessary up to 24 hours in advance via door hanger (with emergency situations being the exception), backfill, cleanup, and restoration of all property (to include fencing and houses if necessary) to

original condition in all areas. Note that it will be the contractor's responsibility to obtain all permits necessary to complete boring projects within the City as well as through El Paso County Department of Transportation, if necessary, when completing street crossings.

### **2.3 GENERAL SCOPE OF WORK**

The Contractor is to provide all labor and equipment to complete bore and pull back conduit or cable, which the City will supply, at various locations and times throughout the City of Fountain Electric Service Territory as outlined in the Description of the Project as set forth in this RFP.

- A. Description of Work: All boring will be near energized underground power lines.
- B. The primary power lines to be installed at 42 to 48 inch depth.
- C. There will be multiple conduit and sizes. All triplexed runs to be continuous (no junction) from serving transformer to 2, 3 or 4 meter pedestals.
- D. Each set of sockets and each transformer will require a pit.
- E. Contractor will use reamer when pulling in multiple pipe runs.
- F. All backfill, compaction and clean-up will be completed by contractor, with the stress on clean up. All areas will be restored at least to as well aesthetically as prior to the excavation; to include any damage to fencing or houses.
- G. All customer notification and contact will be performed by the contractor.
- H. Successful bidder to meet with General Foreman & Crew Foreman to schedule and discuss details of planned project work.
- I. It will be the contractor's responsibility to obtain all permits necessary to complete boring projects within the City as well as through El Paso County Department of Transportation when completing street crossings.

The general functions of the Contractor shall be as follows:

- A. All work shall be performed in conformance with the Rules and Regulations established by Occupational Safety and Health Administration, Environmental Protection Agency, Colorado State Department of Agriculture, Colorado Department of Public Safety, and the latest version ANSI C-2 (NEESC).
- B. The contractor is responsible for requesting all line location requests through UNCC, the preservation of all public and private property including turf, sidewalks, curbs, fences, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property by the Contractor, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at Contractor's expense to the condition equal to that existing before such damage or injury, and the Contractor shall repair such damage in a manner acceptable to the City.

- C. Work zone traffic control will be in accordance with the manual on Uniform Traffic Control Devices published by the U. S. Department of Transportation. Traffic and pedestrian control plans must be approved by the City Engineer or his representative and a permit obtained from the City of Fountain prior to commencement of any activity within any public right of way located within the City of Fountain. There will be no charge for the permit.
- D. Protection to Persons and Property. The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. The Contractor shall so conduct the Project as to cause the least possible obstruction of public highways.
2. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
3. The Contractor shall do all things necessary or expedient properly to protect any and all highways, and any and all property of others from damage; and in the event that any such highways, or other property are damaged in the course of the Project, the Contractor shall notify the General Foreman or his assigned designee, and at the Contractor's own expense restore any or all of such damaged property immediately to as good a state as before damage occurred.
4. Where the Right-of-Way of the Project traverses personal property, Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible. All fences which are necessarily opened or moved during the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of animals.

#### **2.4 CONTRACT DURATION**

The contract duration will start **no later than March 31, 2016**, and be completed **no later than December 31, 2016**. The City is committed to providing the highest quality affordable services to its citizens and views its relationship with the Contractor as an extension of this quality service. The City of Fountain reserves the right to extend this contract on a yearly basis for an additional three years from December 31, 2016 until December 31, 2019 based upon complete satisfaction by the City of the Contractor's job performance over the previous year.

## **2.5 INSURANCE REQUIREMENTS**

The successful proposer(s) shall carry, at his own expense, in reliable insurance companies that are approved by the City of Fountain. See Section VI, 6.3 Exhibit "C" Insurance requirements of the proposed contract.

## **2.6 PROJECT DIRECTION**

Primary interface of the selected contractor(s) will be the General Foreman of the Electric Department or a project director as designated. The Project Director will be responsible for the direction, review and approval of all contract compliance.

## **2.7 BILLING/DELIVERY INFORMATION**

An invoice shall be submitted in duplicate periodically based upon the percentage of work completed to the City of Fountain attention: Kelly Barlow, 116 South Main Street Fountain CO, 80817. All invoices shall contain the following information: Name of the contractor, itemized list of services/supplies furnished, date of services/supplies furnished, purchase order number. All invoices shall be billed on a net 30 basis. No late charges shall be assessed to, or paid by the City of Fountain.

# **SECTION III PROPOSAL CONTENT**

## **3.1 PROPOSAL FORMAT**

Your written proposal should include the information in the format outlined below. We recommend that you include concise, but complete information about your firm, emphasizing why you believe your firm to be uniquely qualified for this operation.

The written proposal should be organized in the format below and is limited to no more than ten (10) single sided pages including:

- 3.1 Organizational Information, Background and Qualifications
- 3.2 Project Approach
- 3.3 Personnel and Availability of Staff and Resources
- 3.4 Cost Summary

Other forms in addition to the ten (10) page written proposal include:

- 6.1 Exhibit A - Exceptions Document
- 6.2 Exhibit B - References
- Signed Addenda if issued

The proposer should not add, delete or vary any of the terms and conditions of any documents prepared by the City. If proposer makes any changes, the City may, at its sole discretion, reject the Proposal.

Short listed firms may be required to make a formal, in person presentation to the selection committee.

**3.2 ORGANIZATIONAL INFORMATION, BACKGROUND AND QUALIFICATIONS**

Provide a brief history and overview of your company and its organizational structure, with special emphasis on its understanding of the project and how the company proposes to fulfill the project needs of the Fountain Electric Department. Please include the following information:

- A. Basic Information: name, address, telephone numbers of key contact people.
- B. Organizational Structure.
- C. General description of background and experience indicating similar projects.
- D. Skills and abilities for which the firm is particularly well known.
- E. Significance of this project to the firm.

**3.3 PROJECT APPROACH**

Provide information about your firms proposed approach to each project.

- A. Indicate the firms understanding of this type of project.
- B. Indicate a clear method of approach.

**3.4 PERSONNEL AND AVAILABILITY OF STAFF AND RESOURCES**

Quality of personnel is of critical importance in the City’s decision-making process for awarding this contract. In this section, please submit the following information:

- A. Person to be in charge of this type of project.
- B. Brief resumes and functions of personnel who will be assigned to each project.

The City of Fountain is interested in determining that the successful proposer has the necessary staff and resources to take on these projects and insure timely completion. Also, submit the following information:

- A. Availability of crew to begin the projects immediately.
- B. Uninterrupted and continuous service by one crew for each project until the work is complete.
- C. Adequate technical and financial resources to perform the tasks in a timely manner.
- D. Detailed list of equipment to be utilized during the performance of this type of contract.
- E. Indicate the training or instructions you will give your personnel in regards to dealing with inquiries from citizens

**3.5 COST SUMMARY**

In the cost summary, please provide the following information.

**Contractor to provide a per ft cost as outlined below:**

|                    |          |
|--------------------|----------|
| 2”                 | \$ _____ |
| 4”                 | \$ _____ |
| 6”                 | \$ _____ |
| 6” & 2” joint      | \$ _____ |
| 6” & 4” & 2” joint | \$ _____ |

Hand dug pits (Labor)                    \$ \_\_\_\_\_  
Emergency Response                    \$ \_\_\_\_\_

Provide a list of clients, projects, and references, specifically including any clients whom you believe may be similar in nature to this project. See Section VI, 6.2 Exhibit “B”.

**SECTION IV  
EVALUATION CRITERIA**

**4.1 EVALUATION CRITERIA**

The following criteria listed in order of importance will be used in the evaluation of proposals.

- A. ORGANIZATIONAL INFORMATION, BACKGROUND/QUALIFICATIONS
- B. PROJECT APPROACH
- C. PERSONNEL, AVAILABILITY OF STAFF AND RESOURCES
- D. COST STRUCTURE
- E. PAST PERFORMANCE ON CITY, COUNTY, OR STATE PROJECTS
- F. REFERENCES
- G. QUALIFICATIONS TO PERFORM BORING NEAR ENERGIZED POWER LINES

**4.2 SELECTION-COMMITTEE**

A Selection Committee will screen all submissions. Proposals will be ranked according to evaluation criteria, as outlined in the Request for Proposal (RFP). Through this process, the City will determine which proposals are acceptable or unacceptable. The City, in writing, will notify participating firms whose proposals are deemed to be unacceptable. Those firms offering proposals deemed to be acceptable by the City will be evaluated by the Selection Committee. The selection committee may determine it necessary to require “oral presentations/interviews” with the “short listed” firms considered to be in the competitive range. If oral presentations/interviews are conducted, they will also be scored. The committee may request revisions to the proposal from each of the proposers at the conclusion of the interviews. However, if it is determined necessary to seek revisions to the proposals at the conclusion of interviews, then all proposers interviewed will be requested to submit revisions, and the revisions will be scored accordingly.

**4.3 AWARD OF CONTRACT**

The City reserves the right to award this Contract to the firm or firms that demonstrates the best ability to fulfill the requirements of this Request for Proposal (RFP). The City will select the most qualified firm(s), and a contract prepared by the City will be awarded to the successful proposer(s).

The signature of the bidder indicates that within thirty (30) calendar days from acceptance of its bid offer it will execute a contract with the City of Fountain and if indicated in this solicitation, furnish a project specific Certificate of Insurance naming the City of Fountain as Additional Insured and furnish any other documents required by the Specifications or Contract Documents.

**SECTION V**

## **CONTRACT TERMS AND CONDITIONS**

### **5.1 CONTRACT**

Attached to Section VI as Exhibit “D” is the proposed contract that the successful proposer will be required to sign.

### **5.2 PERIOD OF PERFORMANCE**

The Contract Period of Performance will be from the date of the Notice to Proceed

## **SECTION VI EXHIBITS AND DRAWINGS**

- 6.1 Exhibit “A” Exceptions Document
- 6.2 Exhibit “B” References
- 6.3 Exhibit “C” Map
- 6.4 Exhibit “D” Proposed Contract

**6.1 EXHIBIT A  
EXCEPTIONS DOCUMENT**

**EXCEPTIONS**

**EXCEPTIONS:**

Print the words "no exceptions"(here)\_\_\_\_\_ if there are no exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract.

If there are exceptions taken to any of the terms, conditions, or specifications of the proposal document or contract, they must be clearly stated on a separate sheet of paper attached to this sheet and returned with your proposal.

**Note:** All potential Proposers are hereby advised that exceptions taken may be considered during the evaluation phase which may effect the final scoring of proposals. Proposers stipulating that the City must use their contract or agreement may be determined non-responsive and their Proposal determined unacceptable.

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

Address: \_\_\_\_\_  
(City, State and Zip Code)

FIN#: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

INTERNET ADDRESS: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

**HOW DID YOU RECEIVE THIS SOLICITATION:**

Mail \_\_\_\_\_ City Web-Site \_\_\_\_\_ Plan Room \_\_\_\_\_ Other \_\_\_\_\_

**6.2 EXHIBIT B  
REFERENCES**

Pursuant to evaluation criteria, Section IV, Item E and Section III, Item 3.5, provide a list of clients and at least three (3) references, specifically including any clients whom you believe may be similar in nature to the City of Fountain

List of Clients:

Include name of client, contact person, address, and phone number(s).

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References:

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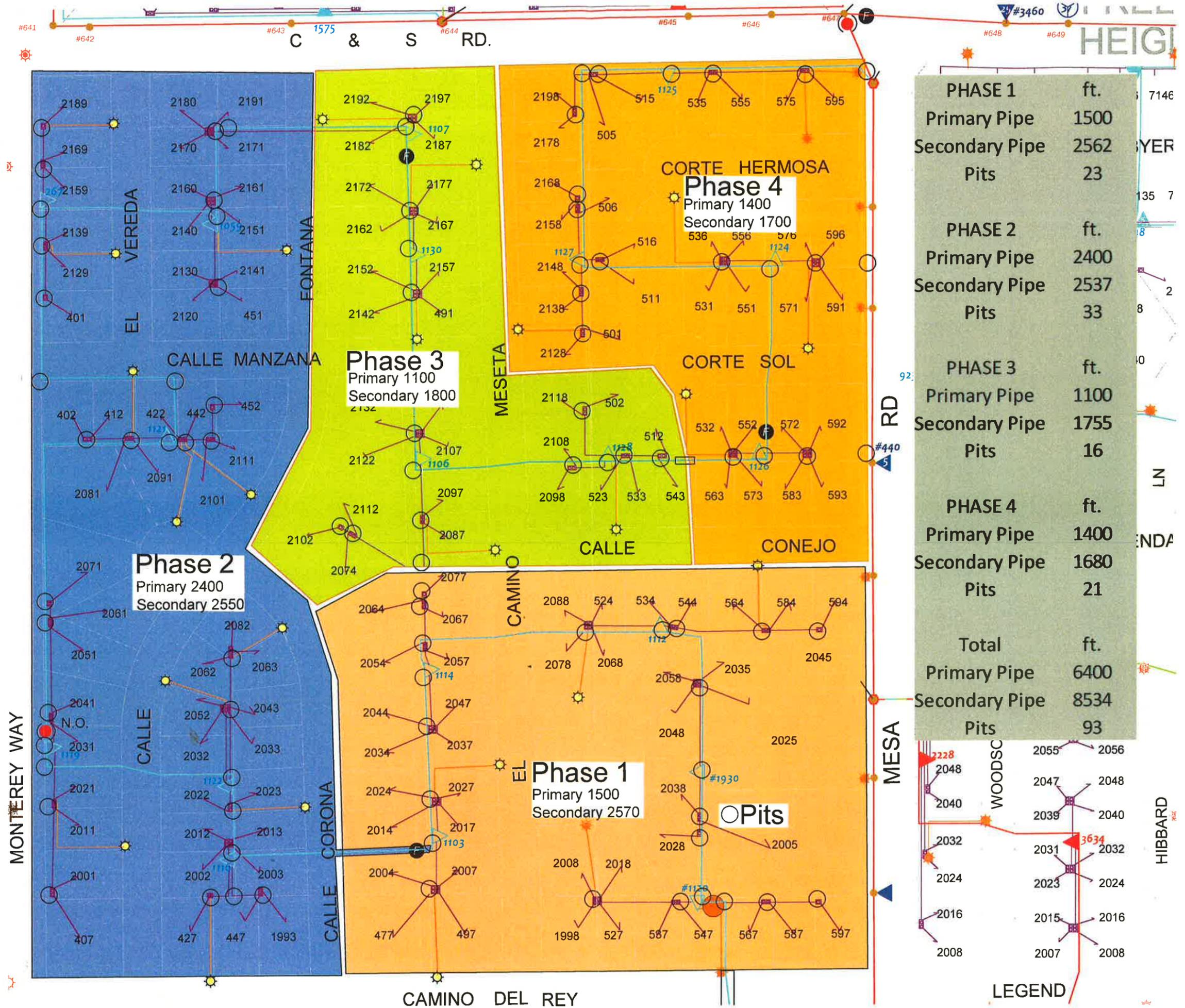
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Return this form with your Proposal.

**6.3 EXHIBIT C  
PROJECT MAP**



**Phase 3**  
 Primary 1100  
 Secondary 1800

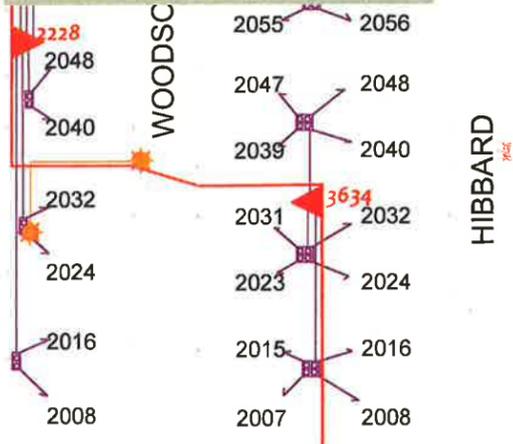
**Phase 4**  
 Primary 1400  
 Secondary 1700

**Phase 2**  
 Primary 2400  
 Secondary 2550

**Phase 1**  
 Primary 1500  
 Secondary 2570

|                |      |      |
|----------------|------|------|
| <b>PHASE 1</b> | ft.  | 7146 |
| Primary Pipe   | 1500 |      |
| Secondary Pipe | 2562 |      |
| Pits           | 23   |      |
| <b>PHASE 2</b> | ft.  | 1357 |
| Primary Pipe   | 2400 |      |
| Secondary Pipe | 2537 |      |
| Pits           | 33   |      |
| <b>PHASE 3</b> | ft.  | 8    |
| Primary Pipe   | 1100 |      |
| Secondary Pipe | 1755 |      |
| Pits           | 16   |      |
| <b>PHASE 4</b> | ft.  | 10   |
| Primary Pipe   | 1400 |      |
| Secondary Pipe | 1680 |      |
| Pits           | 21   |      |
| <b>Total</b>   | ft.  | 38   |
| Primary Pipe   | 6400 |      |
| Secondary Pipe | 8534 |      |
| Pits           | 93   |      |

LEGEND



**6.4 EXHIBIT D  
PROPOSED CONTRACT**

2016  
DIRECTIONAL BORING  
CONTRACT



116 South Main Street  
Fountain, CO 80817  
(719) 322-2092  
(719) 391-0463 Fax  
[www.fountaincolorado.org](http://www.fountaincolorado.org)

## BORING CONTRACT

THIS CONTRACT made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Fountain, a home rule city and Colorado municipal corporation on behalf of its Electric, Utility Enterprise (“City”) and \_\_\_\_\_ (“Contractor”) as an independent contractor.

In consideration of the following terms, conditions and covenants, it is agreed as follows:

### ARTICLE I GENERAL PROVISIONS

#### 1.1 DESCRIPTION OF PROJECT

Complete bores at various locations and times throughout the City of Fountain Electric Service Territory of multiple conduits and sizes. Some bores will take place in backyards. Contractor is to fuse all HDPE. All bores must be 42” minimum depth; deeper if possible (up to 48”), lengths that can range from 40’ to 1,000’. Contractor will use reamer when pulling in multiple pipe runs. If necessary, some projects may include digging pits at transformers and other electrical equipment as needed. It will be the contractor’s responsibility to notify customers as necessary up to 24 hours in advance via door hanger (with emergency situations being the exception), backfill, cleanup, and restoration of all property (to include fencing and houses if necessary) to original condition in all areas. Note that it will be the contractor’s responsibility to obtain all permits necessary to complete boring projects within the City as well as through El Paso County Department of Transportation when completing street crossings.

#### 1.2 GENERAL SCOPE OF WORK

The Contractor is to provide all labor and equipment to complete bore and pull back conduit or cable, which the City will supply, at various locations and times throughout the City of Fountain Electric Service Territory as outlined in the Description of the Project.

##### **Description of Work:**

All boring will be near energized underground power lines. The primary power lines to be installed at 42 to 48 inch depth. There will be multiple conduit and sizes. All triplexed runs to be continuous (no junction) from serving transformer to 2, 3 or 4 meter pedestals. Each set of sockets and each transformer will require a pit. Contractor will use reamer when pulling in multiple pipe runs. All backfill, compaction and clean-up will be completed by contractor, with the stress on clean up. All areas, including fencing and houses, will be restored at least to as good aesthetically as prior to the excavation. All customer notification and contact will be performed by the contractor. It will be the contractor’s responsibility to obtain all permits necessary

to complete boring projects within the City as well as through El Paso County Department of Transportation, as required, when completing street crossings.

**1.3 COMPENSATION**

- A. This Contract will be based on a **Per Foot Cost** and include unit pricing for related duties. Any work other than normal working hours must be pre-approved. Work hours begin at 7:00 AM and end at 3:30 PM unless approval for later hours is approved by the General Foreman.
- B. In consideration of the Contractor's performance of said work and this Contract, the City agrees to pay to the Contractor according to the amounts agreed upon and listed in paragraph E of this section of the contract. Contractor shall not increase these prices during the term of this Contract and may only increase for renewal period(s) upon sixty (60) days prior written notice to the City. Contractor shall only increase prices once in a twelve (12) month period and such increase must be agreed to by the City before implementation.
- C. The Contractor shall render invoices to the City upon completion of project work. Each invoice shall be paid upon approval by the City of the work completed by the Contractor within thirty (30) days.
- D. No payment shall be made until a statement and invoice has been submitted by the Contractor and accepted by the City.
- E. No payment shall be made by the City if the Contractor is in breach of the Contract.
- F. Per Ft Costs as follows:

|                       |          |
|-----------------------|----------|
| 2"                    | \$ _____ |
| 4"                    | \$ _____ |
| 6"                    | \$ _____ |
| 6" & 2" joint         | \$ _____ |
| 6" & 4" & 2" joint    | \$ _____ |
| Hand Dug Pits (Labor) | \$ _____ |
| Emergency Response    | \$ _____ |

**1.4 CONTRACT DURATION**

The contract duration will start no later than March 31, 2016, and be completed no later than December 31, 2016. The City is committed to providing the highest quality affordable services to its citizens and views its relationship with the Contractor as an extension of this quality service. The City reserves the right to extend this contract on a yearly basis based upon the City's satisfaction of the Contractors' job performance over the previous year the City upon written notification to the Contractor to the may extend the term of the Contract annually for a period of three years from December 31, 2016 until December 31, 2019. If the City desires to extend the term of the Contract, the City shall notify the Contractor by March 1 of each year for which the term of the Contract is to be extended.

## **1.5 INDEPENDENT CONTRACTOR**

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an Independent Contractor, and the City shall neither have nor exercise any control or direction over the manner and means by which the Contractor performs the Contractor's obligations under this Contract, except as otherwise stated within the Contract terms. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, and other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it be of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

## **1.6 SUBCONTRACTORS**

No subcontracting will be allowed.

## **1.7 INSURANCE INSTRUCTIONS**

The Contractor shall take out and maintain throughout the construction period insurance in the following minimum requirements.

- A. **INSURANCE INSTRUCTIONS.** Contractor shall not commence work under this contract until all insurance required under this section has been obtained and such insurance has been approved by the City. The City shall be included as an additional insured on all insurance coverage's except for worker's compensation.
- B. **WORKERS STATUTORY COMPENSATION INSURANCE AND EMPLOYER LIABILITY INSURANCE.** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract and the Contractor.
- C. **COMMERCIAL LIABILITY INSURANCE.** The Contractor shall maintain during the life of this contract such Public Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and property damage, which may arise from operations under this contract. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

1. Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit.
2. The Public Liability Insurance required by the Preceding subparagraph shall include the following extensions of coverage.
3. Coverage shall be provided under the Commercial General Liability form of Policy or similar thereto.
4. The property damage coverage shall include a Broad form Property Damage Endorsement.
5. Contractual Liability coverage shall be included.
6. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by Subcontractor.

D. **AUTOMOBILE LIABILITY INSURANCE.** The Contractor shall take out and maintain during the life of the contract such comprehensive Automobile Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from operations of any owned, hired, or non-owned automobiles used by or for work in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such comprehensive Automobile Liability Insurance shall be as follows:

- Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit

E. **CITY'S PROTECTIVE LIABILITY.** The insurance shall be in the name of the City and maintained in force for the duration of the contract by the Contractor. The policy shall provide a liability limit of not less than \$1,000,000 and shall protect against any and all claims, and liabilities for injury or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omissions of Contractor, Contractor's agents, employees, or subcontractor, in connection with or resulting from the operations performed under the terms of the agreement.

F. **EXCESS LIABILITY POLICY.** The insurance shall protect the Contractor against all claims in excess of the limits provided under the Commercial Automobile Liability and the Commercial General Liability. The liability limits of the Excess Liability Policy shall not be less than \$1,000,000.

G. **PROOF OF CARRIAGE OF INSURANCE.** The Contractor shall furnish the City satisfactory proof of the carriage of the insurance required. All certificates of insurance shall state that 30 days written notice will be given to the City before the policy is canceled or changed. The Contractor shall include the City and the City's officers, agents and employees as "additional insured parties" on each policy for each project, except for Worker's Compensation Coverage. Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage Limits

- Workers Compensation .....Statutory
- Employer’s Liability .....\$100,000 each person
- Commercial General Liability
  - Bodily Injury .....\$500,000 each occurrence
  - Property Damage .....\$500,000 each occurrence
- Commercial Automobile Liability
  - Bodily Injury .....\$500,000 each occurrence
  - Property Damage ..... \$500,000 each occurrence
- Excess Liability Policy .....\$1,000,000 (Required)
- City’s Protective Liability Insurance .....\$1,000,000

Two copies of each certificate shall be sent to the City.

**1.8 INDEMNIFICATION**

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor’s obligations or actions under this Contract. Nothing in this Contract shall create any indemnification or holding harmless of the Contractor by the City.

**1.9 DISPUTE RESOLUTION**

In the event that there is an irreconcilable dispute between the parties with regard to the interpretation of terms, conditions and provisions of this Contract, the decision of the General Foreman of the City’s Electric Department shall be final.

**1.10 BUDGET**

It is understood and agreed by Contractor that City’s involvement in this Contract does not, in any way, create an obligation upon City to give priority to or to budget moneys for expenditures under this Contract in any given year.

**1.11 PRIORITIES**

The City reserves the right to specify areas that need to be installed sooner than other areas.

**1.12 COMMENCEMENT OF CONTRACT**

This Contract shall commence upon issuance of a Notice to Proceed by the City and shall terminate upon completion of the work. The work shall be completed to the satisfaction of the City no later than 90 days from start date of this project.

**ARTICLE II  
CONTRACTOR RESPONSIBILITIES**

**2.1 CONTRACTOR RESPONSIBILITIES**

The general function and responsibilities of the Contractor shall be as follows:

A. Protection to Persons and Property.

The Contractor shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes and obtain any permits required by law, as well as the safety rules and regulations of the City. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. The Contractor shall so conduct the Project as to cause the least possible obstruction of public highways.
2. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances, and regulations or by local conditions.
3. The Contractor shall do all things necessary or expedient properly to protect any and all highways, and any and all property of others from damage; and in the event that any such highways, or other property are damaged in the course of the Project, the Contractor shall at its own expense restore any or all of such damaged property immediately to as good a state as before damage occurred.
4. Where the Right-of-Way of the Project traverses private property, Contractor shall limit the movement of its crews and equipment so as to cause as little damage as possible. All fences which are necessarily opened or moved during the Project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of animals.

- B. All work shall be performed in conformance with the Rules and Regulations established by Occupational Safety and Health Administration, Environmental Protection Agency, Colorado State Department of Agriculture, Colorado Department of Public Safety, and the latest version of ANSI C-2 (NEESC).
- C. The contractor is responsible for requesting all line location requests through UNCC, the preservation of all public and private property including turf, sidewalks, curbs, fences, sprinkler heads and valves. If any direct or indirect damage occurs to public or private property by the Contractor, on account of any act, omission, neglect or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at Contractor's expense to the condition equal to that existing before such damage or injury, and the Contractor shall repair such damage in a manner acceptable to the City.
- D. Work zone traffic control will be in accordance with the manual on Uniform Traffic Control Devices published by the U. S. Department of Transportation. Traffic and pedestrian control plans must be approved by the Traffic Engineer and a permit obtained from the City of Fountain prior to commencement of any activity within any public Right-of-Way located within the City of Fountain. There will be no charge for the permit.
- E. The disposal of mud and debris shall be the responsibility of the Contractor.
- F. It is the responsibility of the Contractor to furnish supervision, labor, materials, tools and all equipment necessary to complete the job in an acceptable manner.
- G. The Contractor shall notify the General Foreman of the City's Electric Department or Designee of any damage to public or private property.
- H. The Contractor shall co-ordinate & plan with the General Foreman of the City's Electric Department or Designee.
- I. Request for payment must be submitted within twenty (20) days of completion or work and include no less than 400 feet unless the work involves less than 400 feet.
- J. Redos must be completed within seven (7) working days of issuance.

## **2.2 STANDARDS OF SAFETY REQUIRED**

- A. Conduct of Operations.
  - 1. The right to conduct work in the City does not expressly or implied authorize the Contractor to violate any law while in the process of performing such work.
  - 2. All line locations to be secured by Contractor through UNCC.

3. All such work shall be conducted in a manner as to cause the least possible interference with, or annoyance to others.
4. It should be understood that in meeting the public, the foreman and crew maintain their appearance, attitude, and conduct shall reflect favorably upon the City.
5. Inadequately or improperly trained personnel shall not be utilized for work beyond such person's known capacity or ability to perform properly or safely.
6. A foreman shall be present at all times when work is being performed, except that the foreman may be absent for short periods during the day when necessary because of emergencies or other urgent matters.
7. Any injury to persons or damage to any improvements, or structure located upon or underneath any public street or public Right-of-Way resulting from any permitted work shall be promptly reported to the General Foreman of the City's Electric Department or Designee and Contractor shall make arrangements for restitution or repair within a reasonable period of time.
8. Cleanup of mud or any other debris resulting from any bore operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until the cleanup operation is completed. Under no circumstances shall accumulation of mud, dirt, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public. All other debris must be removed from the work site at the end of each day.
9. Unless the work area is totally barricaded or otherwise kept safe, at least one representative of the Contractor shall serve to coordinate safe operations on the ground at all times when permitted work operations are in progress.
10. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible.
11. Any use of tools or equipment in an unsafe condition or any application of techniques or methods deemed unsafe to persons or property is forbidden.
12. Whenever electric or telephone lines, gas lines, water lines, or any other improvements, public or private, may be jeopardized by any authorized activity, the proper authorities of the utilities involved, or property owner involved, shall be consulted prior to performing any work activity, and all requested reasonable precautions by any such authority or persons shall be complied with.

### **2.3 RECORD KEEPING**

The Contractor agrees that it shall keep full and complete books, records and accounts of all financial transactions with respect to this Contract. Such books, records, and accounts shall be maintained in accordance with Generally Accepted Accounting Principles and shall be maintained in such a fashion as to provide a detailed financial analysis for each transaction area. All such books, records, and accounts that are directly related to this Contract shall be subject to audit upon reasonable notice for audit by the City.

**ARTICLE III**  
**CITY RESPONSIBILITIES**

3.1 The City will conduct a Pre-Construction Meeting **before** Contractor is allowed to start and will have a representative available to answer any questions by the Contractor concerning the implementation of this Contract.

**ARTICLE IV**  
**TERMINATION**

**4.1 BREACH OF TERMS AND CONDITIONS**

Except as specified below, this Contract may be terminated upon ten (10) days written notice by the City or by the Contractor to the other party for breach of any of the terms or conditions contained herein. This Contract may be terminated by the City upon ten (10) days written notice to the Contractor in the event that the Contractor fails to perform the work required under this Contract in a timely manner. In the event of termination of this Contract wither party shall have the rights to all remedies and damages which are provided by law.

**4.2 NON-APPROPRIATION OF FUNDS**

In accord with the City Charter, performance of the City's obligations under this Agreement is expressly subject to appropriation of funds by the City Council. Funds have been appropriated for payment to the Contractor for work performed in calendar year 2016.

**4.3 SUSPENSION WITHOUT NOTICE**

In the event that Contractor breaches any of the provisions of this Contract, the City shall have the right, in addition to its right under 4.1 above, to summarily suspend this Contract without notice to Contractor; provided however, that after written notice from the Acting General Foreman of the City's Electric Department or Designee to Contractor, not later than one (1) day after the summary suspension, and specifically providing within the notice the reasons therefore, Contractor shall have a period of five (5) days with which to cure the alleged breach. If the breach is cured to the satisfaction of the General Foreman of the City's Electric Department or Designee within the five (5) day period, then this Contract shall be reinstated in full force and effect. If the breach is not cured within the prescribed 5-day period, then this Contract shall, of its own force, be terminated and City shall have the right to all remedies and damages which are provided by law.

**ARTICLE V**  
**CONTRACT ADMINISTRATION**

**5.1 AMENDMENT**

No amendment or modification of this Contract shall be valid unless expressed in writing and executed by the parties hereto.

**5.2 INTEGRATION**

This is a completely integrated Contract and contains the entire Contract between the parties, and any prior written or oral agreements pertaining to the Contract shall be of no effect and shall not be binding upon either party.

**5.3 ASSIGNMENT**

The Contractor shall not assign or otherwise transfer this Contract of any right or obligations hereunder without the prior written consent of the City.

**5.4. NOTICES**

All notices shall be in writing and shall be considered effective when hand-delivered or when mailed, by certified mail, return receipt requested, as follows: from Contractor to Kelly Barlow, General Foreman City of Fountain Electric Department 116 South Main Street, Fountain, CO 80817.

**5.5 GOVERNING LAW**

This contract is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Fountain, Colorado, a Colorado Home Rule city. Court Jurisdiction shall exclusively be in the District Court for El Paso County. The Contractor shall insure that the Contractor and the Contractor's employees, agents, and officers are familiar with, and comply with, applicable Federal, State and Local laws and regulations as now written or hereafter amended.

**5.6 ILLEGAL ALIENS - PUBLIC CONTRACT FOR SERVICES**

A. For purposes of this Contract the following definitions apply:

1. "Department" means the department of labor and employment of the state of Colorado.
2. "Department program" means the employment verification program established pursuant to C.R.S. section 8-17.5-102 (5) (c) by the Colorado Department of labor and Employment.
3. "E-verify program" means the electronic employment verification program created in Public Law 104-108, as amended and expanded in Public law 108-156, as amended, and jointly administered by the United States department of homeland security and the social security administration, or its successor program.
4. "Newly hired for employment" means hired to work in the United States since the effective date of the public contract for services (this Contract).

B. The Contractor certifies that the Contractor shall comply with the provisions of C. R.S. §8-17.5-

101, et seq. and that the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. By entering into the Contract with the City, the Contractor represents, warrants, and agrees as set forth in the following paragraphs:

1. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program established by the Colorado Department of Labor and Employment.
2. The Contractor shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
3. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
4. If the Contractor fails to comply with any requirement of this provision or C.R.S. §8-17.5-101, et seq., the City may terminate this Contract for breach of the Contract, and the Contractor shall be liable for actual and consequential damages to the City.

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Signature

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Date

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City of Fountain

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Contractor Signature

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Title

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Date