

FOR BOARD ACTION

Agenda Item # 6.b.

Meeting Date: 08/31/04

SUBJECT: CONSIDERATION OF BIDS
41st Street NW Concrete Encased Underground Duct and Manhole System
Feeder 1302 Load Relief

PREPARED BY: Steven J. Cook *[Signature]*
Senior Electrical Engineer

ITEM DESCRIPTION:

On August 17, 2004 three bids were received for the construction of approximately 2500 ft of concrete encased duct and 5 manholes. The duct will be placed along 41st Street NW between HWY 52 and West Circle Drive and is required in order to relieve load off of Feeder 1302 and improve the contingency options in this area of RPU's distribution system. The value of the bids is under the engineering estimate for performing the work.

The three bid totals are listed below:

BID SUMMARY

<u>Bidder</u>	<u>Bid Amount</u>
A&A Electric Underground Const Inc.	\$ 222,259.50
Dig America Inc	\$ 338,907.95
MasTec North America Inc.	\$ 211,574.05

UTILITY BOARD ACTION REQUESTED:

It is recommended that the Utility Board approve a construction contract agreement with MasTec North America Inc. for \$211,574.05.

Reviewed 8-25-04 WNG

[Signature]
General Manager

8/27/04
Date

ROCHESTER PUBLIC UTILITIES

CONTRACT FOR

41st STREET NW, CONCRETE ENCASED UNDERGROUND DUCT AND MANHOLE SYSTEM

Feeder 1302 Load Relief
Project 4003726

Contract made by and between the City of Rochester, a Minnesota municipal corporation (hereinafter called the City) and _____ (hereinafter called the Contractor).

That, for and in consideration of the following it is agreed that the Contractor will purchase and/or install equipment and material and comply with all conditions described in the attached Specification dated July 2004.

Price: _____

Terms of Payment

The Contractor shall submit invoices and schedules to the City on a monthly basis for the previous month's work completed and shall be paid the invoiced amount less a five percent (5%) retainer until the project is completed.

The final payment shall not become due until the Contractor has delivered to the City a complete release of all liens arising out of the work or receipts in lieu thereof, and in either case, an affidavit state that so far as he has knowledge of information, the release and receipts include the payment in full for all the labor and material for which a lien could be filed. And in addition, the Contractor shall deliver an executed copy of an Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and any of its Political or Governmental Subdivisions, form IC-134.

Bid Security

The certified check or the bid bond (see appendix) submitted with the proposal, in the amount of five percent (5%) of the bid will be returned upon receipt of a duly execute performance bond.

Performance Bond

The Contractor shall furnish the City a bond (see Appendix) executed by the Contractor as principal and with such corporate surety as the City shall approve in the full amount of the contract, conditioned upon the full performance of all the work and full payment of all charges for labor and material or other charges or services rendered on, for, or in connection with the work, in accordance with Minnesota Statutes 574.26 and guaranteeing performance of the contract in accordance with its terms.

Payment Bond

The Contractor shall furnish the City a bond (see Appendix) executed by the Contractor as principal and with such corporate surety as the City shall approve in the full amount of the contract, conditioned upon the full performance of all the work and full payment of all charges for labor and material or other charges or services rendered on, for, or in connection with the work, in accordance with Minnesota Statutes 574.26 and guaranteeing performance of the contract in accordance with its terms.

Additional Work, Labor

If additional work not covered by the contract is required, the Contractor agrees to do such work on a "material and equipment" basis at a price mutually agreed upon with the City. No additional work shall be done unless approved in writing by the City.

Time of Construction

The Contractor shall prosecute diligently and shall complete the construction in strict accordance with the plans, specifications and construction drawings within 45 days (excluding Saturdays, Sundays, Veterans day, Thanksgiving, Christmas Eve, Christmas, and New Years) after awarding of the contract, provided, however, that the Contractor is not required to perform any construction on such days when in the judgment of the City, snow or rain or the results of snow, rain or frost make it impractical to perform any operation of construction. Anticipated start of construction is September 13, 2004. At this time milestones shall be completed as specified in the bid proposal. To the extent of the time lost due to the conditions described herein and approved in writing by the City, the time of completion set out above will be extended if the Contractor makes a written request therefore to the City as provided in Subsection S of Section I of this contract.

In witness whereof, the undersigned have caused this instrument to be executed this
_____ day of _____, 2004

Mayor, City of Rochester

City Clerk, City of Rochester

Contractor

General Manager
Rochester Public Utilities

SECTION 4 CONTRACT TERMS & CONDITIONS

1. Definitions

- a. Owner: Rochester Public Utilities
City of Rochester, Minnesota
(Hereinafter called the City)
- Name of Project: 41st Street NW Concrete Encased Underground Duct and Manhole System
- Location: 41st Street NW, between HWY 52 and CR 22W
- b. The contract documents consist of the specifications, plans, bidder's proposal, and the agreement, including all modifications thereof, incorporated in the documents before their execution. These form the contract.
- c. The bidder is anyone who submits a bid according to the plans or specification of this work. Bidder is treated throughout the contract documents as if he were of the singular number and masculine gender. He may be a sole proprietor, a partnership, or a corporation.
- d. The city and the Contractor are those mentioned as such in the contract documents. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- e. The term "Subcontractor," as employed herein, includes only those having a direct contact with the Contractor, and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.
- f. Written notice shall be deemed to have been duly served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at, or sent by registered mail to, the last business address known to him who gives the notice.
- g. The term "work" of the contractor or subcontractor shall mean the furnishing of labor, materials, equipment, or any or all of them.

2. Execution, Correlation, and Intent of Documents

The contractor documents shall be signed in quadruplicate by the City and the Contractor.

The documents forming the contract are complementary and what is called for by one shall be as binding as if called for by all.

Should they disagree, the City shall determine which quality or quantity of work is to be furnished. Where reference is made to approval of work or material, such approval, unless otherwise distinctly stated, is to be understood as that of the City.

Materials of work described in words which, so applied, have a well-known technical or trade meaning, shall be held to refer to such recognized standard.

3. Detail Drawings and Instructions

The City will furnish, with reasonable promptness, additional drawings and instructions necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof, and reasonably inferable therefrom.

The work shall be executed in conformity therewith, and the Contractor shall do no work without proper drawings and instructions.

Under no circumstances may drawings be measured by scale or rule, and the figures must be followed for all locations and dimensions.

4. Independent Contractor

The Contract is deemed an independent contract for purposes of this agreement and any and all employees of the Contractor while engaged in the performance of any work or services required herein shall not be considered employees of the City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit, and any and all such claims shall be the sole obligation and responsibility of the Contractor.

5. Liability

The Contractor shall indemnify, save, hold harmless and defend City, its officers, agents, and employees from any and all claims, damages, and liability of any kind arising out of any negligent acts, errors or omissions of the Contractor, its agents, employees, or subcontractors in performing work in connection with this project.

6. Subcontracts

The Contractor shall submit with his proposal the names of subcontractors proposed for the principal parts of the work, and for such other as the City may direct, and shall not employ any that the City may, within a reasonable time, object to as incompetent or unfit.

The City shall, on request, furnish to any subcontractors, wherever practicable, evidence of the amounts certified on his account.

The Contractor agrees that he is as fully responsible to the City for the acts and omissions of his subcontractors, and of persons who are directly or indirectly employed by them, as he is for the acts and omissions of persons directly or indirectly employed by him.

Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the City nor create any obligation on the part of the City to pay, or to see to the payment of, any sums to any subcontractor.

7. Public Regulations, Permits, and Laws

All necessary permits, licenses, or similar authorizations from governmental authorities or private persons required for the actual performance of the work, except easements and right-of-way, shall be obtained by the Contractor at his own expense, but in the names of the Contractor and City jointly, except that all qualifications and similar measures under worker's compensation laws shall be accomplished solely in the name of the Contractor. The Contractor shall give all required notices and shall comply with all applicable laws, ordinances, building codes, and regulations of any public authority having jurisdiction. The Contractor shall pay all fines, expenses, and other charges that may result from the obstruction of streets, alleys, highways, lanes, and other public or private ways. If the Contractor discovers that any part of the specifications or drawings, forming a part of the contract, are at variance with legal requirements, he shall promptly notify the City in writing. If the Contractor performs any work that is contrary to any laws, ordinances or regulations, he shall bear all costs and penalties arising therefrom.

The City requires that the Contractor obtain or possess a license for concrete work on City sidewalks and/or streets.

The Contractor shall comply with all unemployment compensation laws and shall save the city harmless from any claims or causes of action arising because of his noncompliance or alleged noncompliance. If the contractor is not subject to the unemployment compensation laws and should the City on demand make payments to the state authority having jurisdiction of state unemployment security for the Contractor's employees, because of this contract, the Contractor shall reimburse the City to the extent that the City's own contributions are increased by reason thereof. The City may at its discretion deduct such payments and any expenses incident thereto from the contract price.

8. Insurance

Contractor shall obtain, as a minimum, the types and limits of insurance coverage as called for in Section 1007 (Legal Relations and Responsibility to Public) of the City of Rochester Standards for Street and Utility Construction. All policies called for herein shall become effective before Contractor undertakes any work under this Agreement and shall remain in full force and effect for a minimum of 1 year after closing of this Agreement. Further, Company shall furnish City with an insurance certificate, or certificates at the time the Agreement is consummated between the parties, evidencing such insurance coverage prior to work commencing on said project.

9. Progress of Work

The Contractor shall arrange schedule and carry on the work with the diligence necessary to ensure the completion of the work in the number of days stipulated in his bid. City will make unscheduled visits to the site to check on progress of work. In addition, a monthly progress report shall be submitted to the City.

10. Local Conditions

The Contractor shall satisfy himself as to all local conditions affecting the work, including the location of underground facilities. He shall make a thorough examination of the drawings, specifications, and premises so that he will be entirely familiar with the construction and details of the installation. No charge for an extra shall be allowed where such extra is due to the Contractor's lack of observation or knowledge of local conditions.

11. Measurements

The accuracy of all measurements associated with the work covered by this contract is entirely the Contractors responsibility. No allowance will be made for any expenditures due to inaccurate measurements.

12. Contractor's Supervision

The Contractor shall give his personal attention to the faithful prosecution of the work and shall keep the same under his personal control. He shall maintain sufficient competent supervisory personnel at the job site at all times to represent the Contractor and to supervise and be responsible for the work. He shall maintain on the job as many competent foremen as are required to supervise the various operations. The Contractor shall correct at his own expense all errors in the work arising from his inaccuracy or from the inaccuracy of his employees.

The Contractor's foreman shall be responsible for communication with all business places and residents along the route to inform them of the schedule of inconveniences to the normal business pattern.

13. Unknown Obstructions

In the event that unknown obstructions such as sewer, water or gas mains are encountered requiring deviations from plans and specifications, the location of which are unknown and not

visible from the surface and such unknown structures are not shown or referred to on any of the specifications, drawings or other Contract Documents, the contract price shall be adjusted for such additional work as is required because of the existence of such unknown obstructions. Such price adjustment shall be based on the mutually agreed to additional hours and the Contractor's wage and equipment schedule, which shall be made a part of the Contractor's proposal. In the event the Contractor encounters such unknown obstructions, the Contractor shall inform the City at once and the City shall determine the manner in which the difficulty shall be handled prior to further work by the Contractor.

14. Materials and Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, and other facilities necessary for the execution and completion of the work specified.

All materials provided by this Contractor shall be new and unused unless otherwise stipulated. All existing equipment and material removed by the Contractor shall remain the property of the City and shall be stored, or disposed of by the Contractor as the City may direct.

All work shall be executed by workmen or artisans who are skilled in their work or trade, and must be done in a neat and skillful manner as specified or detailed in the contract and in accordance with best construction practices.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person, or anyone, not skilled in work assigned to him.

The Contractor shall, if requested, advise the City daily of the number and class of men employed by him on the project.

15. Equipment and Construction Methods

The Contractor shall furnish and be responsible for all the equipment and methods used in the construction work, but the City reserves the right to demand correction of any equipment or methods determined by the City to be inadequate to meet the specifications, or unsafe.

Construction methods shall include scaffolding and shoring to provide safe working conditions for all workers.

16. Substitute Material

Wherever in the specification any materials, device, or equipment is referred to by the trade name, or other specific manner, followed by the clause, "or approved equal," it is understood to refer to the grade or quality required, and in no way eliminates other equally desirable material, devices or equipment which would meet the requirements of the specifications and approval of the City; however, if the Bidder proposes to use material, devices, or equipment other than that which is specified by name, said material, devices or equipment must be found acceptable to, and approved by, the City prior to the signing of the contract; otherwise, it is understood that the Bidder shall furnish exactly that which has been specified by name.

17. Unavoidable Delays

Unavoidable delays are such as result from causes which may reasonably be presumed to be beyond the control of the Contractor, such as: Acts of Providence, floods, fortuitous events, unavoidable (from the standpoint of the Contractor) accidents, riots, strikes and lockouts. Should the progress of the work be or seem to be delayed at any time by such causes, the Contractor shall at once notify the City in writing of the occurrence, in order that a record of same may be made.

Should it be decided by the City that the delay was unavoidable, a corresponding extension of time for the completion of the work may be allowed by the City not to exceed the actual number of days such unavoidable delays occurred, but it is distinctly understood that should the Contractor fail or neglect to notify the City as above provided, such omission shall be construed as a waiver of all claims and rights to an extension of time for the completion of the work on account of such delays.

18. Extension of Time

Extensions of time for completion of the work shall be only allowed when made in writing to the City and any and every extension of time must be specifically made and shall not be implied from any cause or under any circumstance. These extensions of time, if approved, will be granted in writing by the City to the Contractor. If at the expiration of the contract time the work is not completed, it is agreed and understood that the City may at its discretion authorize or order the continuance of the work according to the terms of the contract, without prejudice to the right of the City to recover for defaults thereunder or violations thereof, or to deduct damage on account of delay. Such authorization or order to continue the work shall not be construed as an extension of the contract time.

19. Loss or Damage

Until the work has been fully completed by the Contractor and accepted in its entirety by the City, the work shall be at the Contractor's risk; and if any loss or damage to the work occurs prior to such completion and acceptance, the Contractor shall, without cost to the City, promptly repair or replace the parts so lost or damaged.

Theft of material shall in all cases be considered as due to the Contractor's negligence. All loss or damage to the Contractor's property shall be borne by the Contractor. The Contractor shall protect all existing property from and shall be responsible for any loss or damage arising out of the execution of the work.

20. Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the City's property from injury or loss arising in connection with this contract, and shall make good any damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or as the City may direct.

In an emergency affecting the safety of life, or of the work, or adjoining property, the Contractor, without special instructions or authorization from the City, is hereby permitted to act at his discretion to prevent such threatened loss or injury and he shall so act without appeal if so instructed and authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

21. Liens

The final payment shall not become due until the Contractor has delivered to the City a signed and complete Waiver and Release of Lien document (see appendix) releasing of all liens arising out of the work or receipts in full in lieu thereof, and in either case, an affidavit that so far as he has knowledge or information, the release and receipts include the payment in full for all the labor and material for which a lien could be filed. If any subcontractor or vendor refuses to furnish a release or receipt in full, the Contractor shall, upon request by the City, furnish a bond satisfactory to the City to indemnify the City against any lien. If any lien or claim remains unsatisfied after all payments have been made to the Contractor by the City, the Contractor shall refund to the City all money that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

22. Changes in Work

The City may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of such extra work shall be determined either by written estimate and acceptance in a lump sum, or by actual cost plus an agreed percentage. If extra work is an extension of work bid on a unit price basis, the change order will be charged on the same unit price basis.

If extra work is ordered to be done on a cost-plus fee basis, the item of cost shall be defined as the actual cost to the Contractor of material including freight and transportation charges, and the actual labor cost including the cost of field supervision, but excluding salary of the Contractor or general office expenses. The labor cost shall include workmen's compensation insurance, social security and other taxes applicable to such labor costs. Time sheets for labor shall be submitted weekly to the City's agent. When extra work is authorized on a cost-plus basis, the Contractor shall provide sufficient labor to complete the work in the most expeditious and economical manner consistent with the interest of the city.

23. The City's Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City after three days' written notice to the Contractor, may without prejudice to any other remedy he may have make good such deficiencies and may deduct the cost thereof from the payment then and thereafter due the Contractor provided, however, that the City shall approve both such action and the amount of charges to the Contractor.

24. City's Right to Terminate Contract

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse, or if he should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractor, or for material or labor, or persistently disregard laws, ordinances, or the instruction of the City, or otherwise be guilty of a substantial violation of any provision of the contract, then the City may without prejudice to any other right or remedy, and after giving the Contractor and his Surety seven (7) days' notice in writing, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City.

25. Safety

The Contractor shall be responsible for the safety of the work and shall maintain all lights, guards, signs, temporary passages and other necessary protection and precautions for that purpose. The Contractor also agrees that it and its subcontractors will give access to the authorized representatives of the Secretary of Labor or any state or local official for the purpose of inspecting or investigating or carrying out any of the duties under the Occupational Safety and Health Act of 1970 or under any state or local act affecting safety and health. The Contractor shall be responsible for any violation by it of any safety or health standards issued thereunder, shall immediately remedy any condition giving rise to such violations, and shall defend and hold City harmless for any penalty, fine or liability in connection therewith.

The Contractor shall conform with "RPU Contractor Conduct and Safety Manual". (see appendix)

26. Safety Training and Documentation

Contractor shall provide documented evidence that all laborers, superintendents, and foremen on the job site, including subcontractors, have received and are current on all applicable equipment operation training, AWAIR training, and other required safety education. Documentation shall be provided on each involved employee or subcontractor prior to work commencing.

27. Familiarity with Contract Documents

By the execution hereof, the Contractor admits being fully informed as to the nature and location of the work, the physical, climatic and other conditions prevailing at the work site, and all other matters which may in any way affect the work, the cost thereof, or the time for performing the work. By way of example but not limiting the foregoing, the Contractor admits: (a) having examined the specifications, drawings and all other contract documents; (b) having made a thorough visual inspection of the job site, the size and location of the work areas, the access thereto, and the availability of utilities; (c) having considered the records of other utilities and all the underground structures known to exist as shown on such records or the specifications or drawings including, but not limited to, the existence of sewer, gas, water, telephone and electric lines, mains and cables and structures; and (d) having fully informed himself as to the scope and amount of work required and as to the nature, character, quality and quantity of the surface and subsurface materials and conditions to be encountered including, but not limited to the water and soil conditions.

28. Payment Withheld

The City may withhold, or on account of subsequently discovered evidence, nullify the whole or any part of any certificate to such extent as may be necessary to protect the City from loss on account of:

-) Defective work not remedied.
-) Claims filed or reasonable evidence indicating probable filing of claims.
-) Failure of the Contractor to make payments to subcontractors or for material or labor.
-) A reasonable doubt that the contract can be completed for the balance then unpaid.
-) Damage to another Contractor, to the work, or other property.
-) Failure to complete the Contract within the time specified.
-) Failure of the Contractor to provide drawings as required herein.
-) Failure of the Contractor to submit to the City a breakdown of the Contract price for use in payment approval.

-) Failure to submit with the request for final payment the certificate of compliance with the State of Minnesota Department of Revenue Form IC-134, Withholding Affidavit for Contractors, in duplicate. In essence, the law states that no department or political subdivision of the state may make final settlement with a Contractor until the contractor has presented a certificate from the Department of Taxation showing compliance with the withholding law. *See example of required form in the Attachments section of this document.*

When the above grounds are removed or satisfactory adjustment made, payment of the balance due shall be made from the amounts withheld because of them.

29. Contractor's Schedule

The Contractor shall complete all duct splices, manholes, manhole accessories, duct placement and other work that impacts the ground surface by September 13, 2004. All other work, including duct cleaning, rodding, rope installation, and other required work along the entire project shall be completed by November 15, 2004. This sequence of work shall be clearly identified on the Contractor's schedule submittal referenced in the following paragraph. Coordination by the contractor with other projects in the work area may be necessary. The Contractor shall take all necessary steps to facilitate this coordination.

The Contractor shall furnish the City three (3) copies of his construction schedule within two (2) weeks after award of the Contract. It shall be so arranged that actual construction progress can be shown adjacent to the scheduled work for each item on the schedule.

The City will review and return one (1) approved copy of the schedule or request such revisions as may be necessary to assure most expeditious completion of the entire project. The Contractor shall revise his schedule as required by the City. Where actual work progress is less than that scheduled and where changes are made to the schedule, the Contractor shall advise the reasons therefore.

Work progress schedules will be considered as substantiating evidence in approving the Contractor's monthly progress estimates.

41st Street NW Underground Duct and Manhole Placement
ADDENDUM #1SECTION 7 BID PROPOSAL

Honorable Public Utility Board

Date 8/16/04

Board Members:

The undersigned hereby proposes to furnish and deliver the following equipment FOB Rochester, MN, in accordance with the attached specifications and other proposal documents. Exceptions to the provisions of these documents, if any, are attached to and made a part of this Bid Proposal.

DESCRIPTION: 41st Street NW Concrete Encased Underground Duct and Manhole Placement

<u>Units</u>	<u>Qty</u>	<u>Labor</u>	<u>Material</u>	<u>Labor & Material</u>	<u>Extended Price</u>
<u>Section UD - Underground Duct Assembly Unit</u>					
UD (2x5) - NA	440	\$ <u>9.45</u> /ft	\$ <u>10.50</u> /ft	\$ <u>19.95</u> /ft	\$ <u>8778.00</u>
UD (2 x 2/5)-CE	2485	\$ <u>10.15</u> /ft	\$ <u>13.50</u> /ft	\$ <u>23.65</u> /ft	\$ <u>58,770.25</u>
UD (2/5)-BOR	290	\$ <u>18.00</u> /ft	\$ <u>10.00</u> /ft	\$ <u>28.00</u> /ft	\$ <u>8,120.00</u>
UD (2 x 2/5)-BOR	90	\$ <u>32.00</u> /ft	\$ <u>18.50</u> /ft	\$ <u>50.50</u> /ft	\$ <u>4,545.00</u>
UD (2 x 2/5) -SA (ALT)	2485	\$ <u>9.45</u> /ft	\$ <u>11.50</u> /ft	\$ <u>20.95</u> /ft	
Total Section UD					\$ <u>80,213.25</u>

Section UM - Manhole Assembly Units (L x W x H interior dimensions)

UMCR(38) (10' x 8' x 7')	3	\$ <u>52.00</u> /each	\$ <u>75.00</u> /each	\$ <u>12.70</u> /ea	\$ <u>38,100.00</u>
UMCR(38) (8' x 6' x 7')	2	\$ <u>52.00</u> /each	\$ <u>68.00</u> /each	\$ <u>12.00</u> /ea	\$ <u>24,000.00</u>
Total Section UM					\$ <u>62,100.00</u>

Section EX - Excavation

EXS	2785	\$ <u>5.35</u> /ft	\$ <u>-</u> /ft	\$ <u>5.35</u> /ft	\$ <u>14,899.75</u>
EXD (Additional)	1	\$ <u>14.00</u> /ft	\$ <u>-</u> /ft	\$ <u>14.00</u> /ft	\$ <u>14.00</u>
EX (Additional)	1	\$ <u>10.35</u> /yd ³	\$ <u>-</u> /yd ³	\$ <u>10.35</u> /yd ³	\$ <u>10.35</u>
Total Section EX					\$ <u>14,924.10</u>

41st Street NW Underground Duct and Manhole Placement
ADDENDUM #1

Section BF - Backfill

BFS	2785	\$ <u>2.25</u> / ft	\$ <u>3.50</u> / ft	\$ <u>5.05</u> / ft	\$ <u>16,292.25</u>
BFD (Additional)	1	\$ <u>3.75</u> / ft	\$ <u>3.50</u> / ft	\$ <u>2.25</u> / ft	\$ <u>7.25</u>
BFR (Additional)	1	\$ <u>18.00</u> / ft	\$ <u>4.50</u> / ft	\$ <u>22.50</u> / ft	\$ <u>22.50</u>
BFN (Additional)	1	\$ <u>5.90</u> / yd ³	\$ <u>25.00</u> / yd ³	\$ <u>30.90</u> / yd ³	\$ <u>30.90</u>
BFS (Additional)	1	\$ <u>5.90</u> / yd ³	\$ <u>35.00</u> / yd ³	\$ <u>40.90</u> / yd ³	\$ <u>40.90</u>
BFC (Additional)	1	\$ <u>5.90</u> / yd ³	\$ <u>55.00</u> / yd ³	\$ <u>60.90</u> / yd ³	\$ <u>60.90</u>

Total Section BF

\$ 16,454.70Section BT - Bituminous Restoration

BT	Lot	\$ <u>3300.00</u> / ft	\$ <u>-</u> / ft	\$ <u>3300.00</u> / ft	\$ <u>3300.00</u>
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Total Section BT

\$ 3300.00Section RS - Restoration of Disturbed Area

RSUG	Lot	\$ <u>500.00</u> / ft	\$ <u>-</u> / ft	\$ <u>500.00</u> / ft	\$ <u>500.00</u>
RSSH	As Req'd	\$ <u>100.00</u> / each	\$ <u>25.00</u> / each	\$ <u>125.00</u> / each	\$ <u>125.00</u>
RSSS	As Req'd	\$ <u>4.00</u> / yd ²	\$ <u>5.00</u> / yd ²	\$ <u>7.00</u> / yd ²	\$ <u>7.00</u>

Total Section RS

\$ 632.00Section AC - Additional Concrete

ACD	1	\$ <u>100.00</u> / yd ³	\$ <u>125.00</u> / yd ³	\$ <u>225.00</u> / yd ³	\$ <u>225.00</u>
ACM	1	\$ <u>100.00</u> / yd ³	\$ <u>125.00</u> / yd ³	\$ <u>225.00</u> / yd ³	\$ <u>225.00</u>

Total Section AC

\$ 450.00

41st Street NW Underground Duct and Manhole Placement
ADDENDUM #1Section CR - Concrete Repair

CR	Lot	\$ <u>3500⁰⁰/lt</u>	\$ <u>-</u> /lt	\$ <u>3500⁰⁰/lt</u>	\$ <u>3500.00</u>
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Total Section CR					\$ <u>3500.00</u>
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Recapitulation of Sections

Section UD	\$	<u>80,213.25</u>
Section UM	\$	<u>62,100.00</u>
Section EX	\$	<u>14,924.10</u>
Section BF	\$	<u>16,454.70</u>
Section BT	\$	<u>3,300.00</u>
Section RS	\$	<u>632.00</u>
Section AC	\$	<u>450.00</u>
Section CR	\$	<u>3500.00</u>
Contingency	\$	<u>30,000</u>
TOTAL BID PRICE	\$	<u>211,574.05</u>

MASTEC NORTH AMERICA
HOURLY LABOR & EQUIPMENT RATES
2004 & 2005

HOURLY LABOR RATE SCHEDULE

CLASSIFICATION	STRAIGHT TIME	OVERTIME	STANDBY
FOREMAN	55.00	82.50	55.00
OPERATOR	45.00	67.50	45.00
TRUCK DRIVER	35.00	52.50	35.00
SKILLED LABORER	32.00	48.00	32.00
LABORER	30.00	45.00	30.00
FIBER TECHNICIAN(includes truck & equipment)	75.00	90.00	50.00

EQUIPMENT RATE SCHEDULE

CLASSIFICATION	HOURLY RATE	STANDBY RATE
BACKHOE CASE 580 OR EQUAL	55.00	44.00
BACKHOE CASE 680 OR EQUAL	65.00	52.00
BACKHOE WITH VIBRATORY COMPACT CASE 580	65.00	52.00
POWER COMPACTOR, MAN OPERATED	48.00	38.00
DIRECTIONAL BORE >35,000 LB PB.	155.00	100.00
DIRECTIONAL BORE <35,000 LB PB.	275.00	200.00
TRACTOR MOUNTED EARTH AUGER 4" TO 12" DIAM.	42.00	33.60
BOBCAT OR EQUAL	40.00	32.00
DUMP TRUCK SINGLE AXLE	35.00	28.00
DUMP TRUCK TANDOM AXLE	45.00	30.00
EQUIPMENT TRAILER	20.00	16.00
HDPE TRAILER	20.00	16.00
TRACKHOE CAT 225 OR EQUAL	85.00	68.00
LOWBOY TRAILER	35.00	28.00
PICKUP	15.00	8.00
TRENCHER 100 HP OR OVER	125.00	100.00
TRENCHER UP TO 99HP	55.00	44.00
TRUCK TRACTOR SINGLE AXLE	65.00	52.00
TRUCK TRACTOR TANDOM AXLE	70.00	56.00
WATER TRUCK 1500 GAL MIN.	40.00	32.00
CAT W/WINCH D8 OR EQUAL	110.00	85.00
CAT PLOW D8 OR EQUAL	95.00	70.00

41st Street NW Underground Duct and Manhole Placement
ADDENDUM #1Labor and Equipment Rates Schedule

Shall Include the Following as a Minimum

Units are a Per Hour Billing

Classification	2004 Base	2004 St	2005 Base	2005 St.
General forman				
Foreman				
Journeyman Line Worker				
Apprentice 7th Step				
Apprentice 6th Step				
Apprentice 5th Step				
Apprentice 4th Step				
Apprentice 3rd Step				
Apprentice 2nd Step				
Apprentice 1st Step				
Groundman				
Special Equipment Operator				
Equipment Operator				
Operator 2				
Operator 1				
Pickup				
Digger Derrick				
Bucket Truck				
Bobcat				
Dump Truck				

See Attached

41st Street NW Underground Duct and Manhole Placement
ADDENDUM #1

Fole Trailer

Caterpillar

1 Ton Pickup

Directional Boring Unit

Backhoe

Dump Truck

Trackhoe

Misc Eq (Trench Box)

See Attached

Accompanying this Proposal is a CASHIER'S CHECK payable to Rochester Public Utilities in the amount of \$ 10,578.70 which is equal to five percent (5%) of the total bid price. It is understood that this Proposal is submitted pursuant to the NOTICE TO BIDDERS, attached hereto, and the Undersigned hereby agrees to the terms and conditions thereof. The Undersigned warrants that his Proposal is submitted in good faith and without collusion or connection with any other person or persons bidding for the same work. In the event that this proposal is accepted, the Undersigned hereby agrees to deliver the bid items within 4 weeks after receipt of a signed Purchase Order and/or any other legally executed contract documents.

BIDDER MASTEC NORTH AMERICA, INC.ADDRESS 1407 2 EAST, ST. JOSEPH, MN. 56676PHONE NO. 218-785-2171BY James J. WulkeTITLE Vice President



RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with MasTec North America Inc and request the Mayor and the City Clerk to execute the agreement for

41st Street Concrete Encased Underground Duct and Manhole System

The amount of the contract agreement to be TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 05/100 DOLLARS (\$211,574.05) and MasTec North America Inc. being lowest responsible bidder.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 31st day of August, 2004.

President_____

Secretary_____