

# FOR BOARD ACTION

Agenda Item # 5.a.

Meeting Date:

4/26/11

**SUBJECT:**

CONSIDERATION OF BIDS  
DIRECTIONAL BORING AND MISCELLANEOUS EXCAVATION

**PREPARED BY:**

Steven Cook, Sr. Electrical Engineer

ITEM DESCRIPTION:

On April 14, 2011, three bidders submitted bids to perform directional boring and miscellaneous excavation for the remainder of 2011 and early 2012. The bids were evaluated based on unit pricing for an estimated quantity of work to be performed.

FOR CAPITAL PURCHASES/BIDS/MAJOR PROJECTS:

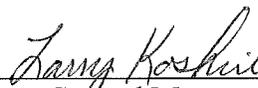
The dollars for this work are budgeted within several different projects such as underground re-conductor, new services, and feeder extensions. The unit pricing is within the expected range.

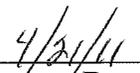
### BID SUMMARY

<b>Bidder</b>	<b>Evaluated Bid Amount (pretax)</b>
A & A Electric & Underground, Inc.	\$254,000
Mastec	\$294,150
Ellington	\$323,600

UTILITY BOARD ACTION REQUESTED:

Management recommends that the Board approve a contract with A&A Electric & Underground, Inc, as the lowest responsible bidder, for performing directional boring and miscellaneous excavation work per the bid specification, subject to review by the City Attorney, and that the Mayor and City Clerk execute the agreement.

  
General Manager

  
Date

**BID FORM**  
004160-02

**BID DUE DATE: April 14, 2011, 2:00 PM Central Time**

**PROJECT:** City of Rochester, Rochester Public Utilities  
Directional Boring and Miscellaneous Excavation

**BIDDER'S NAME:** A&A Electric & Underground Const., Inc.

**ATTENTION:** Bob Ledebuhr, C.P.M., Materials Manager

The undersigned agrees, if this bid is accepted, to enter into a contract for the work described in this request for bid and any subsequent formal written changes, exclusive of any qualifications attached hereto, for the following firm per unit price for the work, including freight F.O.B. jobsite, insurance, overhead, profit, taxes, etc.:

**Base Bid**

Pricing reflects Addendum No.'s 1 through 1 inclusive.

Item No.	Description	Evaluation Quantity	Unit Price	Extended Price
1	Directional Boring 2 inch	10,000 ft	8.50	85,000.00
2	Directional Boring 3 inch	1,000 ft	8.50	8,500.00
3	Directional Boring 4 inch	6,000 ft	10.50	63,000.00
4	Directional Boring 5 inch	2,000 ft	12.00	24,000.00
5	Directional Boring 6 inch	500 ft	12.00	6,000.00
6	Trench 2ft x 2ft	500 ft	3.00	1,500.00
7	Trench 2ft x 3ft	500 ft	3.00	1,500.00
8	Trench 2ft x 4ft	2000 ft	4.00	8,000.00
9	Trench (extra 1ft depth)	100 ft	1.00	100.00
10	Excavation Fractured Rock	2000 cu yd	15.00	30,000.00
11	Excavation Solid Rock	500 cu yd	40.00	20,000.00
12	Frost 6in - 12in	2000 ft	2.00	4,000.00
13	Frost 13in - 18in	500 ft	3.00	1,500.00
14	Frost 19in - 24in	200 ft	4.50	
15	Pedestal Backfill	NA	NA	NA
16	Transformer Pad Backfill	NA	NA	NA
	<b>EVALUATED TOTAL</b>			<b>\$ 254,000.00</b>
17	Labor: Foreman (\$/hr)	NA	55.00	55.00
18	Labor: Equipment Operator (\$/hr)	NA	50.00	50.00
19	Labor: Laborer (\$/hr)	NA	42.00	42.00
20	Equipment: Track hoe (\$/hr)	NA	30.00	30.00

21	Equipment: Rubber tired Backhoe with trailer (\$/hr)	NA	85.00	85.00
22	Equipment: Dump Truck (\$/hr)	NA	70.00	70.00
23	Equipment: Pick-up Truck (\$/hr)	NA	30.00	30.00
24	Equipment: Trencher (\$/hr)	NA	150.00	150.00
25	Equipment: Directional Boring Equipment (\$/hr)	NA	300.00	300.00

**BONDS**

Bidder's Surety Company: International Fidelity Insurance Company  
 Bonding Capacity: \$ 5,000,000 Current Value of Work Bonded \$ 2,167,475.00  
 Name of Agent: Cobb, Strecker, Dunphy zimmermann, Inc.  
 Contact Name: Brian Oestreich Phone Number: (612) 349-2400  
 Bid Bond Type A310 (price included in lump sum price)  
 Identification Number \_\_\_\_\_

	Yes	No
Bid is, without exception, in exact accordance with the subcontract, specifications, drawings, terms, conditions, schedule, and requirement of this RFB?	X	
Will pricing remain valid for 365 days?	X	
Bidder has completed the Sub-Contractor list? (Labor contracts only)	X	
Bidder has completed and submitted the Acknowledgement of Corporation Form?	X	

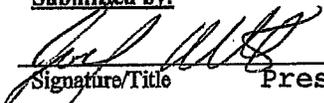
**SUB-CONTRACTORS**

Bidder intends to procure the following items from other suppliers:

Component	NA	Proposed Sub-Contractor	NA

The undersigned agrees, if this bid is accepted, to enter into contract for the work described in this Request for Bid and any subsequent formal written changes.

**Submitted by:**

  
 Signature/Title      President

A&A Electric & Underground Const.

Company

100 9th ST SE

Address

Kasson, MN 55944

City/State/Zip

April 14, 2011

Date

(507) 634-7453

Phone

(507) 634-6439

Fax

aanda@kmtel.com

Email



*we pledge, we deliver*

**Public Utilities – Directional Boring and Misc Excavation 2011**

RFB Opening

Thursday April 14, 2011 – 2:00 P.M. Central Time

Bid Bond			A&A Electric & Underground		Ellingson Co		MasTec	
			Y		Y		Y	
			Per Unit	Extended	Per Unit	Extended	Per Unit	Extended
Directional Boring 2 inch	10,000	ft	\$ 8.50	\$ 85,000.00	\$ 7.00	\$ 70,000.00	\$ 9.75	\$ 97,500.00
Directional Boring 3 inch	1,000	ft	\$ 8.50	\$ 8,500.00	\$ 7.50	\$ 7,500.00	\$ 9.75	\$ 9,750.00
Directional Boring 4 inch	6,000	ft	\$ 10.50	\$ 63,000.00	\$ 9.00	\$ 54,000.00	\$ 12.00	\$ 72,000.00
Directional Boring 5 inch	2,000	ft	\$ 12.00	\$ 24,000.00	\$ 9.25	\$ 18,500.00	\$ 12.00	\$ 24,000.00
Directional Boring 6 inch	500	ft	\$ 12.00	\$ 6,000.00	\$ 16.00	\$ 8,000.00	\$ 12.50	\$ 6,250.00
Trench 2ft x 2ft	500	ft	\$ 3.00	\$ 1,500.00	\$ 3.85	\$ 1,925.00	\$ 1.40	\$ 700.00
Trench 2ft x 3ft	500	ft	\$ 3.00	\$ 1,500.00	\$ 4.25	\$ 2,125.00	\$ 2.00	\$ 1,000.00
Trench 2ft x 4ft	2,000	ft	\$ 4.00	\$ 8,000.00	\$ 4.75	\$ 9,500.00	\$ 2.75	\$ 5,500.00
Trench (extra 1ft depth)	100	ft	\$ 1.00	\$ 100.00	\$ 2.00	\$ 200.00	\$ 0.50	\$ 50.00
Excavation Fractured Rock	2,000	cu yd	\$ 15.00	\$ 30,000.00	\$ 42.00	\$ 84,000.00	\$ 21.00	\$ 42,000.00
Excavation Solid Rock	500	cu yd	\$ 40.00	\$ 20,000.00	\$ 107.00	\$ 53,500.00	\$ 45.00	\$ 22,500.00
Frost 6in – 12in	2,000	ft	\$ 2.00	\$ 4,000.00	\$ 3.50	\$ 7,000.00	\$ 4.00	\$ 8,000.00
Frost 13in – 18in	500	ft	\$ 3.00	\$ 1,500.00	\$ 7.50	\$ 3,750.00	\$ 6.00	\$ 3,000.00
Frost 19in – 24in	200	ft	\$ 4.50	\$ 900.00	\$ 18.00	\$ 3,600.00	\$ 9.50	\$ 1,900.00
Pedestal Backfill								
Transformer Pad Backfill								
<b>EVALUATED TOTAL</b>				<b>\$ 254,000.00</b>		<b>\$ 323,600.00</b>		<b>\$ 294,150.00</b>
Labor: Foreman (\$/hr)			\$ 55.00		\$ 75.00		\$ 38.00	
Labor: Equipment Operator (\$/hr)			\$ 50.00		\$ 65.00		\$ 34.00	
Labor: Laborer (\$/hr)			\$ 42.00		\$ 61.00		\$ 28.00	
Equipment: Track hoe (\$/hr)			\$ 30.00		\$ 35.00		\$ 75.00	
Equipment: Rubber tired Backhoe with trailer (\$/hr)			\$ 85.00		\$ 45.00		\$ 41.00	
Equipment: Dump Truck (\$/hr)			\$ 70.00		\$ 42.00		\$ 23.00	
Equipment: Pick-up Truck (\$/hr)			\$ 30.00		\$ 10.00		\$ 14.00	
Equipment: Trencher (\$/hr)			\$ 150.00		\$ 75.00		\$ 35.00	
Equipment: Directional Boring Equipment (\$/hr)			\$ 300.00		\$ 385.00		\$ 250.00	

AGREEMENT  
FOR  
ROCHESTER PUBLIC UTILITIES  
Directional Boring and Miscellaneous Excavation

DOCUMENT 005213-01

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, acting through its Public Utility Board, hereinafter called "City", and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called "Contractor".

WHEREAS, City has solicited a proposal from Contractor for [project] \_\_\_\_\_ described herein; and

WHEREAS, City desires to engage the services of Contractor according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the terms and conditions contained herein, the parties hereto agree as follows:

Article I. Scope of Services. Contractor shall furnish all labor, equipment, and supervision required to perform directional boring and miscellaneous excavation in accordance with the Contract Documents.

Article II. Payment. The City agrees to pay the Contractor at the rates specified on Bid Form 004160-02 for the services and materials described herein, subject to the terms and conditions of the payment described in the Contract Documents. The Contractor shall submit invoices to the City for work completed and shall be paid per City procedures and Conditions of this contract. Contractor shall comply with Minnesota Surety Deposits for out of state construction contractors. Compliance requires 8% additional withholding from payments over \$50,000 or a number of other options. (M.S. 290.9705 – Withholding Fact Sheet 12), if applicable.

Article III. Final Payment. Section not used

Article IV. Term. The term of this agreement shall commence on the date of this Agreement and shall continue for 365 calendar days or until the work is completed.

Article V. Compliance with Appropriate Regulations. Contractor shall comply with all federal, state, county, and municipal laws, ordinances, regulations and codes relating or applicable to the services to be performed under this Agreement.

Article VI. Agreement Documents. The Contract Documents are as identified in General Terms and Conditions.

Article VII. Quality of Work. Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by contractors performing the same or similar services using industry best practices. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

Article VIII. Notice to Proceed. Each individual sub project will be initiated by a written communication. Occasional verbal authorizations to proceed shall be given for emergency work and small sub projects. Authorization to proceed will provide a date on which work for a sub project is expected to start.

Article IX. Dispute Resolution. Contractor and City shall attempt to resolve conflicts or disputes under this Agreement as stated in the General Terms and Conditions of the City.

Article X. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota.

Article XI. Disposition of Documents. It is agreed that any reports, drawings, specifications, and other data compilations developed or created as a result of the services performed by Contractor pursuant to this Agreement shall be and remain the sole property of City. Upon completion of these services to be performed hereunder, Contractor shall deliver to City the original of all drawings, specifications, and other data compilations as are described in the contract documents. Any reuse of such documents without written verification or adaptation by Contractor/Engineer for the specific purpose intended will be at City's sole risk and without legal exposure to Engineer.

Article V. Independent Contractor. Contractor is deemed an independent contractor (See General Terms and Conditions).

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

Article VII. Insurance. See General Terms and Conditions Utilities.

Article VIII. Termination. City reserves the right to terminate this agreement at any time it deems to be in the best interest of City to do so upon the giving of 7 days written notice to Contractor/Engineer. Notice shall be effective upon depositing such notice in the U.S. mail

addressed to Contractor/Engineer and cancellation shall take effect 7 days thereafter. If this Agreement is so terminated, City shall compensate and reimburse Contractor/Engineer according to the terms hereof to the date of such termination. Contractor shall have the right to terminate this agreement at any time it deems to be in the best interest of the Contractor to do so upon the giving of 30 days written notice to the City. Notice shall be effective upon depositing such notice in the U.S. mail addressed to the City and cancellation shall take effect 30 days thereafter. If this Agreement is so terminated, Contractor shall be expected to finish all sub projects it has already been assigned.

Article IX. Performance and Payment Bond. The Contractor shall furnish the City a bond executed by the Contractor as principal and with such corporate surety as the City shall approve in the amount of \$75,000, 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. Bonds shall be in a form acceptable to the City Attorney.

Article X. Assignability. Contractor shall not assign this Agreement or any part thereof without the prior written consent of City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names the day and year first above written.

(Seal)

The City of Rochester, Minnesota

By \_\_\_\_\_ Mayor

Attest \_\_\_\_\_ City Clerk

Approved as to Form

By \_\_\_\_\_ City Attorney

Rochester Public Utilities

By \_\_\_\_\_ General Manager

(Seal)

[ Name of Contractor ]

By \_\_\_\_\_

\_\_\_\_\_ Title

By \_\_\_\_\_

\_\_\_\_\_ Title

SAMPLE



## RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, Minnesota, to approve a contract agreement with A & A Electric & Underground, Inc., and to request the Mayor and the City Clerk to execute the agreement, for

Directional Boring and Miscellaneous Excavation Work  
Per Bid Specification Agreement submitted on April 14, 2011

The amount of the contract agreement to be TWO HUNDRED FIFTY-FOUR THOUSAND AND 00/100 DOLLARS (\$254,000.00) and A & A Electric & Underground, Inc. being lowest responsible bidder.

Passed by the Public Utility Board of the City of Rochester, Minnesota, this 26<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
\_\_\_\_\_  
President

\_\_\_\_\_  
\_\_\_\_\_  
Secretary