



City of Eagan

**OPEN CONDUIT PROJECT  
DAKOTA COUNTY, MINNESOTA  
REQUEST FOR PROPOSALS FOR  
FIBER OPTIC CABLING**

**Deadline for Submitting Bids is  
4:30 p.m. CDT on September 13, 2011**

Prepared for the City of Eagan by:



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**GENERAL INFORMATION**

The City of Eagan is located in Dakota County, Minnesota. The City encompasses an area of 34.5 square miles, has a population of 65,585 and is the 9<sup>th</sup> largest city in the state of Minnesota. The City was incorporated in 1974 and is a Statutory Plan A city with a Council-Administrator form of government.

The City of Eagan has set high standards for itself in terms of service offerings, communication with our community and meeting the requests of our customers. A full range of public services is provided, including police and fire protection, construction and maintenance of streets and infrastructure, cultural and recreational activities and general administration. The City's Public Utility Enterprise Fund activities include water, sanitary sewer, street lighting, and storm drainage/water quality services. The City also operates as Enterprise Fund activities a Civic Arena, an aquatic facility (Cascade Bay) and a Community Center.

The Eagan City Council is the final review and approval authority regarding all contracts, payments, plans, improvements, policies, procedures and other business of the City. The City Council composed of four members and the Mayor, is the legislative and policy making body of the City.

It is City of Eagan's intent to obtain and own a fiber cable plant to be used for city purposes, wholesale access to telecommunications providers, or open access to telecommunications providers within the corporate limits of the City of Eagan.

## INVITATION FOR BIDS

1. The City is requesting sealed bids for City of Eagan Open Conduit Project will be received by Kristi Peterson, Information Technologies Manager at Eagan City Hall, 3830 Pilot Knob Road, Eagan, Minnesota 55122 not later than **4:30 p.m. local time on Friday, September 13, 2011.**
2. Our proposed schedule is as follows:
  - a. August 19, 2011 - Publish this Request for Proposal
  - b. August 31, 2011 at 9:00 a.m. - Pre-Bid Meeting (non-mandatory) discuss maps and go over any questions
  - c. September 13, 2011 at 4:30 p.m. - Deadline for submittal of RFP's
  - d. September 14-19, 2011 - Analysis of responses
  - e. September 20, 2011 - Award contract
  - f. November 18, 2011 - Project Completion
3. Number of Bids requested: Three Paper Copies and One Electronic Copy
4. Bids are to be received by the City of Eagan on or before September 13, 2010, 4:30 p.m.
5. Bids are to be sent to:  
City of Eagan  
Attention: Kristi Peterson  
3830 Pilot Knob Road  
Eagan, MN 55122
6. All questions pertaining to this RFP may be emailed to: [kpeterson@cityofeagan.com](mailto:kpeterson@cityofeagan.com). All responses to such questions will be answered by the IT Manager via e-mail and distributed to all contractors in the bid process. All contractors will need to provide an e-mail account for this intent. Where indicated in the attached documents, submittals will be made directly to the Information Technologies Manager.
7. City staff from various departments will review the bids.
8. Bids will be based upon this invitation, the attached contract documents, general conditions, supplemental or special conditions, project scope, specifications, drawings and requirements. Single bids will be received for the total work.
9. Bids will only be accepted on the bid forms included in the bid document unless otherwise noted. Fill in all items on the bid form submitted, sign and date same.
10. Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five percent (5%) of the base bid, as bid security.
11. Prime Contractor and his subs will pay the State Prevailing Wage rate to workers utilized on this project.
12. The successful bidder is required to furnish a Performance Bond and a Labor and Material Payment Bond each in an amount equal to the total bid.
13. City of Eagan reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding
14. City of Eagan may or may not enter into a separate contract for the Maintenance Agreements.
15. Bids may not be withdrawn for a period of forty-five (45) days after the opening.
16. **The Project Completion Date is November 18, 2011.** Time is of the essence in this Agreement. The failure of either party to perform its obligations in a timely manner may be considered by the other party as a material breach. All conduit and handholds must be installed prior to the completion date. If the City opts to award a contractor the alternate furnish and install fiber cable with this contract, the fiber cable pulling can occur after this completion date but no later than April 30, 2012.

**INSTRUCTIONS TO BIDDERS**

1. By making a bid, the bidder represents that they have read and understand the contract documents and the bid is for a complete project.
2. Bidder further represents that they have inspected the site of the proposed work to ascertain any obstacles that might be encountered and other matters and conditions relevant to the work.
3. Nature of the work required demands thorough review of all contract documents and diligent and careful site inspection by all prospective bidders as a means of determining the extent of work and conditions under which work is to be performed.
4. Additional charges will not be considered for work that prior to bidding, could reasonably be inferred as appropriate by examination of specifications, visiting the site, and closely reviewing the work as indicated above.
5. Walk through of fiber route is scheduled for 9:00 A.M., Monday, August 31, 2011, Eagan City Hall, 3830 Pilot Knob Rd. Eagan, MN 55122, in the Eagan Room, 2<sup>nd</sup> floor.
6. **Bid Form:**
  - a. Complete and submit one hard copy, plus one electronic copy in Microsoft Word format.
  - b. Fill in **all** spaces in ink or typed.
  - c. Initial any alteration, correction or deletion as approved by the bidder, or in case of a corporate bid, by a duly authorized officer prior to submission of bid. Bid will be rejected if changes are not correctly initialed.
  - d. Bids will be received for the specified material and equipment only.
  - e. Include **all** labor, material, equipment, incidental costs and sales or use taxes for incorporation of unit prices into the base bid according to the specifications.
  - f. State all prices in writing and in figures on the Bid Form.
  - g. In case of a difference in written words and figures, the amount stated in writing governs.
  - h. Do not stipulate any conditions not contained in the Contract Documents unless the specifications indicate that alternative materials, equipment, or methods will be considered.
  - i. City of Eagan may waive any informality or reject any and all bids.
  - j. Date bid.
  - k. Any bid may be withdrawn prior to the scheduled time for opening of bids or authorized postponement thereof.
  - l. Indicate addendum received on the Bid form. If none - write "**none.**"
  - m. Submit the Bid on the forms furnished in the bid package to the office of the Information Technologies Manager on or prior to the stated bid time and date.
  - n. Bid documents shall be submitted in a sealed envelope **clearly labeled** on the lower left-hand corner- "**Sealed bid enclosed City of Eagan Open Conduit Project**"
  - o. **Bid Security:** Each bid shall be accompanied by a certified check, cashier's check or corporate surety bond in an amount equal to five (5%) percent of the base bid pledging that the bidder will enter into a contract with City of Eagan on the terms stated in his bid and will furnish bonds as hereunder described covering the faithful performance of the Agreement and the payment of all obligations arising there under. The Attorney-in-Fact who executes a surety bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
  - p. Execute and attach Tennessee Notice to submitted Bid Form.
7. **Performance and Payment Bonds:** If awarded a Agreement and required by law, the bidder shall furnish a Performance Bond and a Labor and Material Payment Bond, each written for the full amount of the contract sum covering the faithful performance of the Agreement and the payment of all obligations arising there under.

The sureties shall be authorized to conduct surety business in the State of Minnesota with an underwriting limitation equal to or greater than the penal sum of the bonds to be furnished.  
Submit original bonds to the Project Manager.

8. **Consideration of Bids / Bidder Qualifications:** The Bid will be awarded to the lowest **responsible** bidder who meets specifications. Determination of the lowest responsible bidder will be based upon the total cost and any other criteria required by the City of Eagan to verify bidder qualifications to complete the work.

City of Eagan may make such investigation, as it deems necessary to determine the ability of the bidder to perform the work. The bidder will be required to furnish City of Eagan all such information and data for this purpose as may be requested. City of Eagan reserves the right to reject any bid if evidence submitted by bidder or investigations by City fail to satisfy the condition that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9. **State Excise and Use Tax:** In submitting a bid, the bidder includes in the amounts all state excise and use tax on all sales tax of building materials, supplies, and equipment to Contractors, subcontractors, or builders for the erection of buildings or the alteration, repair or improvement of real property and as required by the State of Minnesota.
10. **Laws and Regulations:** Bidders attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of the authorities having jurisdiction over construction and completion of this project apply to the Contract throughout, and they will be deemed to be included in the Agreement the same as though herein written in full. Any inspections required by any Federal, State or Local agencies will be arranged and paid by the bidder. Bidder will strictly comply with and follow all applicable Federal, State and Local statutes, laws and ordinances including Equal Employment and non-discrimination requirements.
11. **Permits, Licenses and Fees:** All building permits, licenses and fees required for this project will be obtained from the City and the other agencies as may be required for the project, paid by the Contractor and invoiced directly to the Owner at cost without mark-up. Copies of all billing and permit information will be attached to the invoice submitted to the Owner.

**GENERAL CONDITIONS****G-1 Definitions:**

- 1.1 **Addenda** – Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the Bidding Requirements of the Contract Documents.
- 1.2 **Agreement** – The written contract between Owner and Contractor covering the work to be performed including any attachments and exhibits.
- 1.3 **Bid Documents** – Includes the contract agreement, bid notice, invitation for bids, instructions to bidders, general conditions, addenda, specifications, specified requirements or schedules, drawings and bid form.
- 1.4 **Bonds** – Bid, Performance, Labor and Material Payment, Warranty bonds and other instruments of security.
- 1.5 **Change Order** – a document prepared by the Owner, Architect or Engineer which is signed by the Architect or Engineer, Contractor and Owner and authorizes an addition, deletion, or revision in the work or an adjustment in the Contract Price or schedule issued on or after the effective date of the agreement. **All no cost changes** to the contract documents will be included in change order documents.
- 1.6 **Contract Documents** - consist of the advertisement, invitation for bid, instruction to bidders, Contractor's bid form including documentation accompanying the bid and any post bid documentation submitted prior to the Notice of Award when attached as an exhibit to the agreement, contract agreement, specifications, drawings, these general conditions, any supplementary conditions, addenda, Notice to Proceed, insurance certificate, bonds, written amendments, change orders, work change directives, field orders, Architect or Engineer's written interpretations and clarifications issued and approved by the Owner after the effective date of the agreement and all formal modifications agreed to by both parties in writing. Any change to the contract can only be made in writing. NOTE: Approved shop drawing submittals, reports and drawings submitted after the effective date of the agreement **are not** Contract Documents.
- 1.7 **Contractor** – as identified in the "Owner-Contractor Agreement", the person(s), firm or corporation with whom the Owner has entered into the Agreement and means the Contractor or Contractor's authorized representative.
- 1.8 **Defective Work** – work that is unsatisfactory, faulty or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval, or has been damaged prior to acceptance by the Owner at substantial completion.
- 1.9 **Field Clarification** – A written order or change issued by the Owner, Architect or Engineer to the Contractor which orders minor changes in the work but does not involve a change in the contract price or the contract schedule. Includes AIA Architect's Supplemental Instructions – ASI and SI documents.
- 1.10 **Notice of Award** – the written notice by the Owner to the lowest responsible bidder meeting contract or project requirements stating the intent of the Owner that upon compliance with all contract or project conditions, a formal contract will be issued by the Owner for execution by both parties.
- 1.11 **Project** – the total construction and furnishing of all labor, equipment and materials of the work to be provided under the contract documents.
- 1.12 **Scope of Work** - all work shown or described within the contract documents to include work not shown but required to provide for a complete installation.
- 1.13 **Owner – City of Eagan** - where reference is made to the Owner, except to final jumper to other party's fiber, Owner means the City of Eagan City Council or the City's authorized representative.
- G-2 Owner-Contractor Agreement:** Nothing in the Contract Documents shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Contractor and any such subcontractor, nor shall it create any obligation on the part of Owner, or Contractor to pay or to see the

payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

- G-3** The Contractor shall carefully study and compare the contract documents and shall at once report to the designated Project Manager, a member of the City Information Technology Department any error, inconsistency, or omission which may exist. It shall be the duty of the Contractor to carefully check and verify all contract documents and to report discrepancies or errors to the Owner in ample time so that corrections may be made without delaying the work or involving additional expense. Scaling of drawings is done at the Contractor's own risk. Actual dimensions and locations will be field measured by the Contractor and the Contractor will be responsible for the correctness of same.
- G-4** The Owner reserves the right to stop the work if any portion is found to be unacceptable by notifying the Contractor in writing.
- G-5** The Owner reserves the right to perform work or any part thereof and to correct any defective work or deficiencies found in the Contractor's work if the Contractor fails to correct the same after a seven (7) calendar day period following written notice from the Owner of said defects or deficiencies to the Contractor. All costs incurred in the correction of Defective Work or Contractor deficiencies by the Owner shall be deducted from the contract amount including Owner staff overhead costs at actual hourly rate plus 40%.
- G-6** **Correction of Work:** If within the period of time as may be prescribed by law or by the terms of any applicable special guarantee(s) required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so, unless the Owner has previously given the Contractor a specific written acceptance of such condition(s). The Owner shall give such notice promptly after discovery of the condition.
- G-7** **Cutting and Patching:** The Contractor shall do all cutting, fitting, or patching of the work as may be required to provide a complete installation. All patching shall be done in such a manner as to leave no visible trace and to return parts affected to the condition of undisturbed work. The Contractor shall repair any part of the existing structure damaged by the performance of the work under the Agreement.
- G-8** **Clean-Up:** The Contractor shall at all times keep the premises free from accumulation of dust, dirt, waste materials or rubbish caused by his operation by moving all such items to a central collection area. The Contractor will remove all waste from the site at frequent intervals to prevent hazards or unsightly conditions. If the Contractor fails or refuses to clean and remove all such scrap and waste from the project site, the Owner will perform the necessary clean-up and deduct the cost thereof from the total contract price including overhead costs at actual hourly rate plus 40%.
- G-9** **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, Contractor agrees to indemnify the City, its officers, employees, agents, to hold them harmless, and to defend and protect them, from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense), of any sort whatsoever, based upon, resulting from, or otherwise arising in connection with any actions, claims or proceedings (of any sort and from any source whatsoever) brought, or any loss, damage or injury of any type whatsoever sustained, whether or not also caused in part by a party indemnified hereunder, by reason of any act or omission of Contractor, its officers, employees or agents, or any other person(s) or entity(ies) for whose acts or omissions Contractor may be legally responsible, in the performance of any of Contractor's obligations (whether expressed or implied) under this Agreement.
- G-10** **Independent Contractor Clause:** For the purposes of this Agreement, the Contractor shall be deemed to be an independent Contractor and not an employee of the City. Other persons while engaged in the performance of any work or services required to be performed by the Contractor under the terms of this agreement, shall not be considered employees of the City, and any and all claims that may or might arise on behalf of the Contractor, its agents or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants, employees or other persons shall in no way be the obligation or responsibility of the Owner.

It is hereby acknowledged by the parties that the City will not be responsible to the Contractor for any and all benefits provided by Contractor to its employees including but not limited to vacation, sick leave, worker's compensation and unemployment Compensation. See section G-29 also.

- G-11** **Payment:** The Owner will make payments as follows:

On or about the twentieth day of each month following a month in which the Contractor has submitted a valid application for payment on or before the 25th of said month, the Owner will pay the Contractor ninety-five percent (95%) of the value, based upon a Schedule of Values approved by the Owner on the contract prices of labor and materials incorporated in the work and of materials suitably stored at the site up to the last day of the preceding month, as estimated by the project manager, less the aggregate of previous payments. All retainage shall be paid to the Contractor upon final completion of the project to the satisfaction of the Owner's representative. **Before final payment is issued Contractor shall supply City with a certificate executed by the Minnesota Commissioner of Revenue in accordance with Minn. Statue. 290.97 showing payment of all withholding taxes owed by Contractor or subcontractors for employee wages arising from this project (Revenue Form IC-134).**

Notwithstanding any provision of this Request for Bid to the contrary, the City may immediately terminate this project and the resulting Agreement if it does not obtain funding from the Minnesota Legislature, Minnesota Agencies or other funding source, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Agreement. Written notice of termination sent by the City to Contractor by facsimile is sufficient notice under the terms of this the City. The City is not obligated to pay for any services that are provided after written notice of termination for lack of funding. The City will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.

**G-12 CONTRACTOR'S INSURANCE:** Contractor agrees to provide and maintain at all times during the term of this Agreement such insurance coverage's as are set forth in this section, and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions above. The provisions of this section shall also apply to all subcontractors, sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Agreement, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. The insurance required shall be written for not less than the limits of liability specified herein or required by law, whichever coverage is greater. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under the contract. The Contractor's minimum limits of liability, which he shall also require from his subcontractors, unless he insures their operations under his policy, are as follows:

12.1 Worker's Compensation and Employer's Liability Insurance:

- a. Worker's Compensation Insurance shall be as required by State statute.
- b. Employer's Liability Insurance shall be written for not less than the following limits of liability:  
\$1,000,000 Each Occurrence

12.2 Commercial General Liability Insurance:

Bodily Injury Liability:

\$1,000,000 Each individual  
\$3,000,000 Each occurrence

Property Damage Liability:

\$1,000,000 Each occurrence

Property Damage liability will provide X, C or U coverage as applicable.

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability

The City must be added as an additional insured to the Commercial General Liability Insurance

12.3 Automobile Liability Coverage:Combined Single Limit:

\$1,000,000 Per Occurrence

The following coverages shall be included:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

12.4 Professional Liability (Errors and Omissions) Insurance

This policy will provide coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the City.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

12.4 The Contractor shall submit a certificate of insurance to the Project Manager for the Owner's review and approval. The Certificates shall be on a Standard Accord Form.

12.5 Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder. It is to be understood that the Owner does not in any way represent that the insurance or the limits of insurance specified herein are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums.

12.6 Where special or unusual hazards peculiar to this Project are foreseeable, the Contractor shall take such steps as are necessary to insure himself against such hazards and be responsible for any damages which result from the occurrence of the hazards in connection with the Work.

12.7 Builder's Risk Insurance: The Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis. Such policy shall be written on an all Risk, Completed Value form.

The policy may contain a deductible of not more than \$25,000 which applies to each loss. The Contractor shall pay the costs not covered because of deductibles which apply to loss of the Contractor's work and any damage or loss to the Contractor's or subcontractor's tools and equipment.

12.8 Materials Stored Off Site: If payments are to be made for materials or equipment stored off the site or in a transit, and such materials or equipment are not covered by the property insurance policy, the Contractor shall effect and maintain similar property insurance on such materials and equipment.

## 12.9 Performance Bond and Payment Bond:

The Contractor shall furnish bond or bonds as described below, covering the faithful performance of the Agreement and the payments of all obligations arising there under. The Agreement will not be signed until the Owner has received the proper bond specified under this Article, issued by a bonding company licensed

to do business in the State where the construction will take place, and on the current list of Company's Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

Furnish both AIA A312 Performance Bond and AIA A312 Payment Bond in the amount of 100% of the Agreement Price.

Duly executed, notarized and updated Acknowledgments of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

- 12.10 Additional Insurance. The City shall, at any time during the period of this Agreement, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as City of Eagan may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).
- 12.11 Evidence of Insurance. Contractor shall promptly provide the City with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide the City with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form acceptable to the City. At the request of the City, Contractor shall, in addition to providing such evidence of insurance, promptly furnish the designated Project Manager with a complete (and if so requested, Insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the Insurer provide at least 30-day notice to the City prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On Certificate of Insurance, Contractor's insurance agent shall certify that he/she has Error and Omissions coverage.
- 12.12 Insurer Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to the City. Such acceptance by the City shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances the City shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the City. If the City does not respond in writing within such 15-day period, Contractor's insurer(s) shall be deemed to be acceptable to the City.
- 12.13 Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, the City shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to the City immediately upon presentation of invoice.
- 12.14 Loss Information. At the request of the City, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other Insured under Contractor's required policies) that may affect the amount of liability insurance available for the benefit and protection of the City under this section. Such loss information shall include such specifics and be in such form as the City may reasonably require.
- 12.15 Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor.

Contractor hereby releases the City, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole

or in part by the negligence or other act or omission of the City or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor understands and agrees that it is solely responsible for determining whether the Release and Waiver under this section could impair any of its rights under its property policy(ies), and further, that it is solely responsible for effecting any revision(s) to permit such policy(ies) as may be necessary to permit such Release and Waiver.

**G-13 Ordination of Documents:** In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- 13.1 Addenda shall govern over all other Contract Documents and subsequent Addenda shall govern over prior Addenda only to the extent modified.
- 13.2 Supplementary General Conditions shall govern over Contract General Conditions.
- 13.3 Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the specifications shall modify the Contract General Conditions.
- 13.4 In case of conflict between Plans and Specifications, the Specifications shall govern.
- 13.5 Conflicts within the plans:
  - 13.5.1 Schedules, when identified as such, shall govern over all other portions of the Plans.
  - 13.5.2 Specific notes shall govern over all other notes and all other portions of the Plans except the schedules described in 5a above.
  - 13.5.3 Larger scale drawings shall govern over smaller scale drawings.
  - 13.5.4 Figured or numerical dimensions shall govern. Dimensions obtained by scaling are permitted only when specifically noted.
  - 13.5.5 In the event that provisions of codes, safety requirements, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

**G-14 Changes in Work:** If the Contractor wishes to make a claim for an increased compensation, it shall give the Owner written notice thereof within fifteen (15) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed immediately with corrective measures **following verbal** notification to the Owner's authorized representative. No such claims shall be valid unless written notice is received by the Owner. Any change in compensation resulting from such claim shall be authorized by change order.

The cost or credit to the Owner resulting from a change in the work shall be determined and mutually agreed upon in advance of performance of the change in work in one or more of the following ways:

- a. Material costs (indicating identifications, quantities, and unit prices) which shall include all costs of transportation.
- b. Direct labor costs-indicating employee names, dates, hours and rates by trade.
- c. Increased or decreased insurance and bond premium costs payable by reason of change.
- d. Actual rental charges for rented equipment.
- e. Payment required to labor organizations under existing labor agreements.
- f. A maximum of fifteen percent (15%) of the total of Items (a) through (d) as compensation for **all** other costs and expenses including administration and project overhead, profit, and supervision.
- g. Work performed by subcontractors, computed as outlined in Items (a) through (d) above to include a maximum of 10 percent on behalf of first tier subcontractors.
- h. All additional work shall be reduced to writing and agreed upon by the Owner and the Contractor prior to commencement of such work.

For changed work priced after the work has been completed, the actual costs of items (a) through (e) plus a maximum of seven percent (7%) of the actual costs as compensation for all other items, including but not limited to general and administrative overhead, supervision, accounting and profit. Invoices and time sheets are required for all materials and labor.

**G-15 Product Delivery, Storage, and Handling:** Deliver, store and handle materials in a manner that will prevent damage. Store materials clear of the ground and protect from water and the elements. Protect finished surfaces from scratching and damage. Replace all damaged materials.

**Do not deliver materials** subject to damage unduly long before they are required in the work and suitable storage facilities are available on the site - especially insulation materials.

**Deliver** packaged materials in their original, unopened containers or wrapping with all Manufacturer's labeling intact.

**NO** Contractor materials are to be direct shipped to the Project unless the Contractor dispatches his personnel to the site for receipt and unloading. **City Staff cannot accept delivery for Contractor materials.**

**G-16 Recycling** - The Contractor will be responsible for knowing and complying with Federal, State and Local regulations pertaining to legal disposal of all construction and demolition materials.

**G-17 Warranty:** Unless otherwise noted in the specifications or drawings, all equipment, materials and workmanship will be warranted free from any defects for a period of two years from the date of acceptance by the City. This warranty includes all parts, materials, transportation, labor, mileage, vehicle charges, and manufacturer charges to correct any problems or defects in workmanship that may develop within the warranty period. The Contractor will correct all deficiencies without cost or interruption of service to the City during the one year warranty period including temporary replacement of critical equipment should it become necessary to remove the equipment from the site.

**G-18 Conflict of Interest:** Contractor is required to disclose whether any of its Owners, directors, officers or principals is, or is closely related to any City employee who has or may appear to have any control over the award, management or evaluation of the contract.

**G-19 Schedule:** A Project Schedule will be provided by the Contractor and approved by the Owner prior to start of any work.

**G-20 Project Meetings:** The Contractor representative is required to attend a weekly construction status meeting at the site when scheduled by the Owner's representative. Contractor will provide detailed typewritten minutes of each meeting and provide one copy each to designated Owner's representatives. Project progress will be included monthly on the Project Schedule with the application for payment and submitted to the Owner. Biweekly work schedules will be provided at each meeting and attached to the minutes of each meeting.

**G-21 Standard Assurances:** See attached Exhibit A for requirements pertaining to Non-discrimination, Data Privacy, Records Disclosure/Retention, Worker Health/Safety/Training and Prevailing Wages.

**G-22 Scope of Work:**

A. General Scope: The attached specifications provide a minimum acceptable standard required by the Owner.

**Base Bid** is for all work shown on the contract drawings and referenced in the Bid Documents including but not limited to earthwork, grading, concrete, conduit installation, hand hole installation.

B. Work included: Provide all labor, materials, articles, equipment, incidentals, items, tools, services, methods, operations, and skills in such quantities as may be necessary to complete the project within intent of the Contract Documents.

C. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Minnesota at the specified site. Manufacturer's specifications and instructions for specified products or approved equals become part of these specifications and all such instructions are to be followed accordingly.

**G-23 Submittals:**

23.1 GENERAL

- A. All required submittals will be made to the Owner for review and acceptance for inclusion in the project.
- B. Permit costs are to be included in the bid prices.
- C. Submittals such as brochures, schedules, performance charts, etc. that show more than one item or piece of equipment will be clearly marked to show which item is being submitted for approval.
- D. Each submittal will clearly show the following on a separate cover sheet:
  - 1. The fiber segments described in Project Specifications including alternates and associated splicing.
  - 2. Date submitted
  - 3. Contractor's review signatures.
  - 4. Contractor's/subcontractor's name, telephone number, fax and email address.
  - 5. Manufacturer's or Supplier's name and telephone number of contact person.

### 23.2 SPECIAL SUBMITTALS FOR OWNER APPROVAL

- A. Insurance Certificate(s) naming the City as additional insured.
- B. Copy of Building Permit from local jurisdiction prior to start of any work on the project.
- C. Copies of all special permits that may be required for the project.
- D. For Dakota County right of way permits call Butch O'Connell at 952-891-7115.
- E. Plan for erosion control and storm water runoff consistent with NPDES, federal, state and local requirements.
- F. Copy of Contractor's Safety and OSHA compliance plan. Contractor will have available on jobsite or post notice where the plan can be obtained.
- G. Names of all Sub-Contractors and a complete list of all prevailing wages by labor codes and classes for each element of the Project including work performed by the General Contractor. Prevailing wage compliance report is required at the start of the Project.

### 23.3 SHOP DRAWINGS AND PRODUCT DATA

- A. Form of Submittals: shop drawings, prints, brochures, catalog pages, cut sheets, schedules, etc.
- B. Shop Drawings
  - 1. All drawings will be drawn to scale and correctly dimensioned.
  - 2. Will show all information needed to establish compliance with the Contract Documents and job conditions.
  - 3. Will indicate any adjoining or incidental work in sufficient detail to show proper installation and connections.
- C. Checking by Contractor: the Contractor will check each submittal, mark up if required, indicate his approval, sign and date before submitting each item to the Owner.
- D. Resubmittals
  - 1. Drawings and material returned "No Exceptions Taken" need not be resubmitted.
  - 2. Drawings and materials returned "Make Corrections as Noted" need not be resubmitted unless resubmission is indicated on the item.
  - 3. Drawings and materials returned "Revise and Resubmit" or "Rejected" will be revised as required and then resubmitted.
  - 4. Review and approval of submittals by the Owner is only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. Any review by the Owner does not relieve the Contractor from any responsibility. Contractor will confirm all dimensions at the Project Site regarding information that pertains solely to the fabrication processes or to techniques of construction and for coordination of the work of all trades.

The Owner will retain an adequate amount from Contractor's final payment until the requirements of this section are fully met.

- A. As-Built Record Drawings – One complete set – CAD – AutoDesk AutoCAD Version 2007 or later

Contractor and subcontractors will include as-built drawings as a line item value in their schedule of values submittal.

Contractor will maintain on site original tracking document – fully accessible to Owner. Contractor will coordinate weekly meetings with Owner representative, architect, engineer and subcontractors to verify, update and track as-built changes.

As built drawings will include alternates, change orders and all other changes that record how the work was completed and what was installed.

As part of the substantial completion process the Contractor will conduct an as-built drawings turnover meeting with Owner's representatives, architect, engineer and Contractors. Missing or inaccurate information will be corrected prior to final payment.

- B. IC – 134 – State Department of Revenue - required from each Contractor or subcontractor that worked on the project. IC-134 Form and Instructions are found at

<http://www.taxes.state.mn.us/forms/ic134.pdf>

**END OF GENERAL CONDITIONS**

**BID FORM**

**BID FOR: City of Eagan Fiber Cabling Project**

**PROJECT: Open Conduit Project**

BID OF: \_\_\_\_\_  
(full corporate name)

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

CITY, STATE, ZIP: \_\_\_\_\_

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

Name of Project Manager: Kristi Peterson

This is a bid for the complete construction of a fiber cabling infrastructure and to furnish all labor and materials in accordance with the attached contract documents, drawings and specifications that were submitted with this bid and upon which this bid is made. Permit costs are to be included in the bid prices. An amount is required for each item.

1. **BASE BID:** Total dollar amount to provide all work required per attached bid documents.

Total bid for Segment #1	\$ _____.
Total bid for Segment #3	\$ _____.
Total bid for Segment #4	\$ _____.
Total bid for Segment #5	\$ _____.
Total bid for Segment #6	\$ _____.

TOTAL LUMP SUM BASE BID: \$ \_\_\_\_\_.

Amount in writing: \_\_\_\_\_  
\_\_\_\_\_

Total bid for Alternate Segment #2 \$ \_\_\_\_\_.

2. **OPTIONAL AWARD:** FURNISH AND INSTALL FIBER OPTIC CABLE

Segment #1	\$ _____.
Segment #2	\$ _____.
Segment #3	\$ _____.
Segment #4	\$ _____.
Segment #5	\$ _____.
Segment #6	\$ _____.
Segment #7	\$ _____.
Alternate #1	\$ _____.
Alternate #2	\$ _____.

2. **OPTIONAL AWARD: ANNUAL FIBER MAINTENANCE (ONE YEAR OF FIVE YEAR AGREEMENT)**

Segment #1	\$ _____.
Segment #2	\$ _____.
Segment #3	\$ _____.
Segment #4	\$ _____.
Segment #5	\$ _____.
Segment #6	\$ _____.
Segment #7	\$ _____.
Alternate #1	\$ _____.
Alternate #2	\$ _____.

3. **ALTERNATE BIDS – ADD OR DEDUCTIVE:**

In submitting this bid, it is understood that City of Eagan reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute an agreement within the specified time for the above stated compensation and to provide the required Performance Bond and Labor and Material Payment Bond. Failure to enter into a contract with City of Eagan to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to City of Eagan as liquidated damages.

By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract to complete the contract within the specified completion.

Indicate Addenda received: \_\_\_\_\_

Please print: \_\_\_\_\_  
 Legal Name of Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Name and Title of Authorized Agent

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Incorporated in the State of: \_\_\_\_\_

Indicate type of company: \_\_\_\_\_  
 Corporation/partnership/sole proprietorship

This document can only be signed by a person authorized to bind the bidder to a contract.

This bid document contains a total of 27 pages, attached specifications, drawings and all addenda issued.

The following must be attached to this bid Form:

1. TENNESSEN NOTICE must be attached to this bid and signed by the Contractor's duly authorized representative.
2. Bid Bond if required.
3. Prior experience and company profile - Contractors shall supply the City with a company profile and outlining related prior experience in comparable or greater size projects.
4. References - Contractors shall supply references with the Bid to the City. A minimum of three references shall be supplied from equal size projects. Two of these references shall be projects from government agencies of equal or greater size.
5. Implementation Plan Documents - Contractors shall supply a detailed implementation plan with projects, requirements, number of personnel, etc. This plan shall follow the established construction schedule of the building and be coordinated with the Project Manager at the Fire Safety Facility.
6. Equipment Detail and Labor Hours Document - Contractors shall supply a complete detailed document outlining all equipment/components and labor hours required for this project.

Evidence of Responsibility - When requested by the City, the Contractor shall furnish a balance sheet, certified by a certified public accountant as to date not more than sixty (60) days prior to date of the opening of Bids which shall set forth outstanding assets and liabilities in reasonable detail. Contractors shall also furnish a list of work of similar nature performed with dates of completion thereof. Contractor shall also furnish any other additional information relative to financial responsibility and competence to do the work as may be requested by the City prior to acceptance of any Bid. The City reserves the right to reject any bid where the available evidence of information does not satisfy the City that the Contractor is qualified to perform the work.

#### City Bonding Requirements

- Bid Bonds are required for all bids \$50,000 or larger.
- Performance Bonds are required for all project awards \$50,000 or larger.
- Labor and Material Payment Bonds are required for all project awards \$75,000 or larger.

Bids may not be withdrawn for a period of 45 days from bid opening.

**TENNESSEN NOTICE**

**Data Privacy: Acknowledgment**

In accordance with the Minnesota Government Data Practices Act, Minn. Stat. § 13.04 and § 13.591 City of Eagan is required to inform you of your rights as they pertain to private or non-public information collected from you. "Private or non-public data" is information that is available to you, but not to the public.

**NEED FOR INFORMATION:** The information we collect or have collected from you or from other sources authorized by you is needed for evaluation of bids or proposals received by City of Eagan for a fiber optic cabling contract to determine the lowest responsive and responsible Contractor to perform the planned work.

**REFUSAL:** You are not legally required to supply the requested data City of Eagan. You have the right to refuse to supply the information we request; however, without this information, we may be unable to properly evaluate your bid or proposal and may not be able to award you the contract to perform the planned work.

**ACCESS TO DATA:** Private or non-public information we collect from you may be shared, as a matter of program or service necessity, with another jurisdiction providing funding or other construction consultant hired by City of Eagan to prepare the building plans, oversee the construction, and pay for the work.

Before the City has completed its selection or evaluation process, information will not be given to any other agency or individual without your written consent unless specifically authorized by state or federal law, or under a valid court order. Unless otherwise authorized by law, government agencies with whom we share private or confidential information must also treat the information they receive as private or confidential. You, as the subject of collected data, unless otherwise specified by law or court order, may view the information we have concerning you and may make written comments as to the accuracy of the information. Copies of information we have concerning your bid or proposal may be made, for a reasonable fee, upon your request.

After the City has completed its selection or evaluation process, information that is not trade secret data will become public, as provided by Minn. Stat. § 13.591, subd. 3.

**RETENTION:** All information on you will be kept until federal, state and/or city retention requirements have been met, at which time the information will be destroyed. Unless otherwise noted, this consent will only be effective for a period of one (1) year from the date of signature.

**IN ACCORDANCE WITH MINNESOTA STATUTES, SECTION 13.04, I HAVE BEEN INFORMED OF AND UNDERSTAND MY RIGHTS AS SUBJECT OF DATA.**

\_\_\_\_\_  
Name of Organization

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## STANDARD ASSURANCES

1. **NON-DISCRIMINATION**. During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Agreement shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

2. **DATA PRACTICES**. For purposes of this Agreement all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (City), except as required by the terms of this Agreement. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996**. The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor's duties under this Agreement. In performing its obligations under this Agreement, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.

4. **WORKER HEALTH, SAFETY AND TRAINING**. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Agreement. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Agreement. Each Contractor shall comply with federal, state and local occupational safety and health

standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PREVAILING WAGES.** Contractor shall pay wages to its employees at a rate not less than those established by the Minnesota Department of Labor & Industry for commercial construction projects in accordance with Minn. Stat. § 471.345.

6. **BOND FOR G/HVACR CONTRACTORS:** In accordance with Minn. Stat. § 326.992, if Contractor will be performing any work having to do with gas, heating, ventilation, cooling, air conditioning, fuel burning or refrigeration, the Contractor must give bond to the State of Minnesota for the benefit of persons suffering financial loss by reason of Contractor’s failure to comply with the requirements of the State Mechanical Code.

7. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals\* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\*“Principals” for the purposes of this certification means officers; directors; Owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers  
  
To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.

## PROJECT SPECIFICATIONS

It is City of Eagan's intent to obtain and own a fiber cable plant to be used for city purposes, wholesale access to telecommunications providers, or open access to telecommunications providers within the corporate limits of the City of Eagan. A high level map is included below and very detailed maps of all planned fiber routes are available and can be downloaded at <http://cityofeagan.designnine.com> (current file date 6/27). Narrative for each segment are stated below. **The work must be completed by November 18,** which includes installation of underground conduit, trace wire (12GA), and hand holes to complete this project. Additionally, as an optional bid, vendors must include as part of their response, the cost to pull 288 count single mode loose tube fiber cable through this new conduit (and existing conduit as detailed on the attached maps) as well as 5 year annual fixed maintenance cost of the fiber Segments. Maintenance shall include responding to Gopher State One Call tickets, locate requests, and for repair (break and fix) services after the system has been accepted. Response to Gopher State One Call to clear a ticket or locate County's fiber must be within the timelines established by the Gopher State One Call system. For repair services, the vendor (or subcontractor) must respond and be on site for repair within 4 hours of trouble report. A 24x7 trouble reporting phone number must be provided. Maintenance **does not** include any relocation cost.

**There are 5 different Segments and 1 Alternates located in the City of Eagan to bid in this project, please give an amount for each:**

- Segment # 1** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 5,550' with 7 hand holes as indicated as "Segment 1" on attached map. The hand hole located on Northwoods Parkway must provide access to the existing City conduit on the Northwoods Parkway bridge crossing I-35E.
- Segment #3** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 4,200' with 3 hand holes as indicated as "Segment 3" on attached map. The hand hole located on Denmark Avenue must provide access to the existing City conduit on the Northwoods Parkway bridge crossing I-35E. A road bore at Lexington must provide access to Segments 4 and 6 on attached map.
- Segment #4** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 5,100' with 6 hand holes as indicated as "Segment 4" on attached map.
- Segment #5** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 6,500' with 8 hand holes as indicated as "Segment 5" on attached map. The final hand hole on Lone Oak Road must provide access to existing City conduit indicated as "Segment 7" on map. Additionally, if there is no City conduit available at the the rail crossing on Lone Oak, the Vendor must place hand holes on either side of the rail line to be used when conduit is available or the rail line can be bored.
- Segment #6** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 8,100' with 9 hand holes as indicated as "Segment 6" on attached map. The final hand hole on Yankee Doodle must provide access to existing City conduit indicated as "Segment 7" on the attached map.
- Alt. Segment #2** Furnish and install conduit (2 x 1.5" HDPE) and trace wire (12GA) within DoT ROW for approximate length of 1,400' with 3 hand holes as indicated as "Alternate 2" on attached map. A bore of Yankee Doodle should be planned to terminate this Alternate route in the hand hole as shown on "Segment 3" on the attached map.

**The City will require fiber optic cable to be pulled through the entire route. Unless indicated between segments the fiber cable should be continuous or a complete butt splice should be considered in scope. In addition to the above segments there are 2 segments and one alternate for which conduit is already in place, to bid in this project, please give an amount for each:**

- Segment # 1** Furnish and install 288 count fiber optic cable in conduit indicated as "Segment 1" on attached map leaving 40' of slack in each of the 6 hand holes. There will be a location along Segment 1 where all

288 strands will be spliced to a provided patch panel to terminate (on frame) all 288 strands. After all fiber installation and splicing in the remaining segments, all fibers should be tested.

- Segment #2** Furnish and install 288 count fiber optic cable in existing conduit indicated as “Segment 2” on attached map leaving 40’ of slack in each hand hole.
- Segment #3** Furnish and install 288 count Fiber Optic cable in conduit indicated as “Segment 3” on attached map leaving 40’ of slack in each hand hole. An enclosure should be installed between Segment 3 and Segments 4 and 6 and 144 fibers should be spliced into the fiber along those segments.
- Segment #4** Furnish and install 144 count Fiber Optic cable in conduit indicated as “Segment 4” on attached map leaving 40’ of slack in each hand hole.
- Segment #5** Furnish and install 144 count Fiber Optic cable in conduit indicated as “Segment 5” on attached map leaving 40’ of slack in each hand hole.
- Segment #6** Furnish and install 144 count Fiber Optic cable in conduit indicated as “Segment 6” on attached map leaving 40’ of slack in each hand hole.
- Segment #7** Furnish and install 144 count fiber optic cable in existing conduit indicated as “Segment 7” on attached map leaving 40’ of slack in each hand hole. The fiber cable in Segment 7 should be continuous from Segment 5 with an access loop and slack pulled into the hand hole where Segment 6 terminates allows for future loop creation.
- Alt. Segment #1** Furnish and install 144 count fiber optic cable in existing conduit indicated as “Alternate 1” on attached map.
- Alt. Segment #2** Furnish and install 144 count fiber optic cable in conduit indicated as “Alternate 2” on attached map.

## UNIT PRICING MATRIX

**Based upon final pricing, the City may have additional funding available for this project or as additional projects associated with this effort. Therefore the City requests that each Vendor supply the information in the following matrix along with their Bid Form for their budgeting purposes:**

In the event that additional funding is available to add work to the scope of work, either in linear feet, drops, or other features of a project, but not to create a new project in a different location. Indicate unit prices to be used in estimating additional construction.

Item	Description	Price
1	Furnish and install 144 count single mode fiber optic cable in existing city conduit (per 2000') (assume 40' slack in each handhole spaced every 800')	
2	Furnish and install 288 count single mode fiber optic cable in existing city conduit (per 2000') (assume 40' slack in each handhole spaced every 800')	
3	Cost per business drop (to NEMA rated unit) - assume 36" exit of ROW, 24" depth, 4 or 8 count SM armored drop cable	
4	Cost per business building penetration	
5	Remove and Replace Access Loop for New/Existing Splice Case	
6	Mid-Sheath Fiber Entry (each location)	
7	Install New Splice Case and Place Cables – (each location)	
8	Re-enter Splice Case and Place Cable (each location)	
9	Splice 1-24 Optical Fibers	
10	Splice 25-96 Optical Fibers	
11	Splice 97-288 Optical Fibers	
12	Splice Enclosure (each)	
13	Trench 36" - Machine (per ft)	
14	Trench 36" – Hand Dig (per ft)	
15	Directional Bore 2" (per ft)	
16	Directional Bore 4" (per ft)	
17	Directional Bore 6" (per ft)	
18	Core Bore Structure (each bore)	
19	Tracer wire 12 GA w/ HMWPE covering (per ft. installed)	
20	Warning tape (per reel)	

Item	Description	Price
21	Pull Box (hand hole) 24X36X18 load bearing, installed (each)	
22	Pull Box (hand hole) 36X24X36 load bearing, installed (each)	
23	Saw cut concrete or asphalt (per ft)	
24	Asphalt removal & disposal 4" depth (per sq. ft)	
25	Asphalt removal & disposal additional 3" depth (per sq. ft)	
26	Asphalt replacement – Labor Only (per sq. ft)	
27	Concrete removal & disposal 5"-6" depth (per sq. ft)	
28	Concrete removal & disposal additional 2" depth (per sq. ft)	
29	Concrete replacement – Labor Only (per sq. ft)	
30	Ground Wire 6GA 500' (per reel)	
31	Other charges. Other charges include per-hour labor and site visit charges for service as follows:	
32	Labor per hour per person, normal business day 8am-5pm (M-F)	
33	Labor per hour per person, after business hours	
34	Labor per hour per person, Holiday	
35	Site visit minimum charge, normal business hours 8am-5pm (M-F)	
36	Site visit minimum charge, after business hours	
37	Site visit minimum charge, Holiday	
38	Backhoe with Operator, normal business hours 8am-5pm (M-F) per hour	
39	Backhoe with Operator, after business hours (per hour)	
40	Backhoe with Operator, Holiday (per hour)	
41	Right of Way Permit (per ft)	
42	Job Design per ft (3500 ft minimum to include access and maintenance loops) Price will include drawings delivered, obtain Right of Way Permits, GPS Data, and As Built drawings submitted to the Owner at completion of job.	
43	Describe:	
44	Describe:	
45	Describe:	
46	Describe:	

Item	Description	Price
47	Describe:	
48	Describe:	

## MATERIALS AND TESTING SPECIFICATIONS

Communication Vaults - unless noted all hand holes/vaults should be 24"Wx36"Lx48"D

- a. The hand holes/vaults shall be a standard item and shall be constructed of a fiber glass reinforced polymer material and have the same strength rating as concrete handholes of the same proportions. The vaults shall be designed for use in areas with pedestrian traffic and roadway slopes with occasional vehicle traffic. Handholes shall be placed when the bends exceed 90 degrees, within or the section length of conduit exceeds 800 feet or where shown on the map if distances are less.

High-Density Polyethylene Duct - unless otherwise noted, all conduit shall be at a minimum of 36" of cover.

- a. The duct shall be High-Density Polyethylene (HDPE) and rated at SDR 11. This duct shall be manufactured to ASTM D2447, ASTM D3350 AND NEMA TC7 Specifications. The duct shall be 1.5".
- b. The duct shall meet NEC 347 and 710 requirements for installation of nonmetallic conduit direct buried or concrete encased.
- c. The duct shall be available in both schedules 40 and 80 per ASTN D 2447.
- d. The Duct walls shall be pre-lubricated with silicone to reduce the frictional forces applied during cable installation.
- e. The duct shall contain a measured pull tape. The pull tape shall be a minimum of 1200lbs in tensile strength.
- f. The duct shall be supplied with certified test reports.
- g. The Duct shall be Aruco, Carlon Dura-Line or other approved products, which meet these Specifications.

Single Mode Fiber Specification (SMFO)

- a. The single-mode fiber shall meet EIA/TIA-492CAAA, "Detail Specification for Class IVa Dispersion-unshifted Single-Mode Optical Fibers," and ITU-T G.652, "Characteristics of Single-mode Optical Fiber Cable."
- b. Fiber shall have a mode field diameter of  $9.20 + 0.40$  mm at 1310 nm and  $10.40 + 0.80$  mm at 1550 nm. Fiber core-clad concentricity shall be  $\leq 0.5$   $\mu$ m. Fiber cladding diameter shall be  $125.0 + 0.7$  mm. Fiber cladding non-circularity shall be  $\leq 1\%$ . Fiber coating diameter shall be  $245 + 5$  mm.
- c. The attenuation specification shall be a maximum value for each cabled fiber at  $23 + 5$ oC on the original shipping reel. The cabled fiber attenuation shall be  $\leq 0.4$  dB/km at 1310 nm and  $\leq 0.3$  dB/km at 1550 nm. The attenuation at the water peak (1383 nm) shall not exceed 2.1 dB/km.
- d. The attenuation due to 100 turns of fiber around a  $50 + 2$  mm diameter mandrel shall not exceed 0.05 dB at 1310 nm and 0.10 dB at 1550 nm. There shall be no point discontinuities greater than 0.10 dB at either 1310 nm or 1550 nm.
- e. The maximum dispersion shall be  $\leq 3.2$  ps/(nm·km) from 1285 nm to 1330 nm and shall be  $< 18$  ps/(nm·km) at 1550 nm. The cabled fiber shall support laser-based Gigabit Ethernet (GbE) operation according to the 1000Base-LX (1310 nm) specifications up to 5000 meters, in accordance with the GbE standard.
- f. The cabled fiber shall support 10 Gigabit Ethernet (10GbE) operation according to the 10GBASE-LX4 (1300 nm region), 10Gbase-L (1310 nm) and 10Gbase-E (1550 nm) specifications for distances of 10 km, 10 km and 40 km, respectively.
- g. Cable shall be all-dielectric, stranded loose tube design with water blocking technology for outdoor duct and aerial installations. Standard single mode fiber is specified. Extended range fiber is not required but can be supplied.
- h. Each fiber shall be distinguishable by means of color coding in accordance with TIA/EIA-598B, "Optical Fiber Cable Color Coding." The fibers shall be colored with ultraviolet (UV) curable inks.
- i. Buffer tubes shall utilize a water-swallowable yarn and be manufactured to a standard size regardless of fiber count, to reduce the number of required installation and termination tools. Buffer tubes containing fibers shall be color coded with distinct and recognizable colors in accordance with TIA/EIA-598B. Buffer tube colored stripes shall be inlaid in the tube by means of co extrusion when required. The nominal stripe width shall be 1 mm.
- j. Buffer tubes shall be stranded around the dielectric central member using the reverse oscillation stranding process.
- k. Two polyester yarn binders shall be applied contra helically with sufficient tension to secure each buffer tube layer to the dielectric central member without crushing the buffer tubes.
- l. Inner binders shall be non hygroscopic, non wicking and dielectric with low shrinkage. Water swellable yarn(s) shall be applied longitudinally along the central member during stranding. Cable shall be comprised of water-swallowable

yarns and/or tapes, dielectric strength members (as required), ripcord(s) and an MDPE jacket containing carbon black to provide ultraviolet light protection while inhibiting the growth of fungus.

- m. Cable jacket shall be marked with the manufacturer's name, month and year of manufacture, sequential meter or foot markings, a telecommunication handset symbol as required by Section 350G of the National Electrical Safety Code (NESC), fiber count and fiber type.
- n. The actual length of the cable shall be embossed on the cable sheath, in white letters.
- o. Cable shall have a storage temperature range of -40° to 70°C, an installation temperature range of -30° to 70°C, and an operating temperature range of -40° to 70°C.
- p. Cable shall have a short-term tensile rating of 2700 N. No fiber strain shall occur over the service life of the cable when subjected to a maximum, long-term tensile rating of 890 N. Cable shall be listed with Rural Utilities Service (RUS) 7 CFR 1755.900 and be fully compliant with ICEA-640.
- q. Manufacturer shall be ISO 9001 and TL 9000 registered. Cable manufacturer shall have a minimum of 10 years in manufacturing optical fiber cable in order to demonstrate reliable field performance.

