



**REQUEST FOR PROPOSALS  
for  
CONCRETE UTILITY CUT REPAIRS**

Date Issued: February 8, 2024

Issued By:

City of Fargo Public Works Department  
402 23<sup>rd</sup> Street N.  
Fargo, ND 58102  
(701) 241-1453 (Phone)  
(701) 241-8100 (Fax)



The City of Fargo Public Works is issuing a Request for Proposal (RFP) for contractor assistance in performing concrete utility cut repair.

Contractor will upload completed RFP to [fargond.bonfirehub.com/](https://fargond.bonfirehub.com/)

**Need Help?**

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission.

**Proposal due Date and Time**

**2:00 pm. on Friday, February 23, 2024.**

Proposals received after the above cited date and time will be considered late and are not acceptable.

- Any questions regarding this RFP contact Corey Houim at (701) 476-6603.

Thank you for your interest.

## **I. Intent**

Throughout the winter months, the City of Fargo has various locations in which water utility repairs have been performed. Often times when these repairs are completed, sections of concrete streets, driveways, and sidewalks are removed. In order to remedy the situation, the city is seeking a qualified contractor to assist with the replacement of concrete surfaces that have been damaged or removed in association with water utility repairs.

The city will expect work to be completed in a proficient and professional manner. The Contractor will work under the direction of Public Works Staff.

After the contract has been awarded, a meeting will be held between the Public Works Services Manager and the Contractor to schedule a repair start date.

All profit, overhead, manpower, and overtime, will be included in the price quoted in the proposal. The Contractor will submit firm fixed prices.

## **II. PROPOSAL GENERAL PROVISIONS**

Any questions or comments regarding the proposal should be submitted to:

Corey Houim  
Public Works Services Manager  
Phone: (701) 476-6603  
Fax: (701) 241-8100

Proposals shall be uploaded to [fargond.bonfirehub.com/](https://fargond.bonfirehub.com/).

All proposals must be uploaded by 2:00 pm on Friday, February 23, 2024, at which time proposals will be opened for review.

Evaluation Committee:

The proposals will be reviewed by the Evaluation Committee. The Evaluation Committee will include the following representatives:

Director of Public Works  
Public Works Services Manager  
Public Works Supervisor

## **III. PROPOSAL SCHEDULE**

Distribute RFP	February 8, 2024
Receive Proposals	2:00 PM, February 23, 2024
Award Contract	March 5, 2024
Begin Work	April 25, 2024 or as directed
Completion	June 30, 2027 or as directed

#### **IV. PROPOSAL TERMS:**

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the city's specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fargo Public Works Office on or before the date and time specified.

The prices stated in the proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

#### **V. PROPOSAL SPECIFICATIONS**

The proposal should include all of the following information:

- A. Contractor's qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. At least three (3) current references of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.
- C. A fully executed proposal form with signatures.
- D. A fully completed proposal table form.
- E. A list of major equipment owned that will be used in association with this proposal.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

## VI. SCOPE OF SERVICES

This RFP is for concrete utility cut repairs on excavations done by City of Fargo Public Works crews. The contractor will be required to perform the concrete utility cut repairs as set forth in this section. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

### A. Concrete Utility Cut Repairs

#### 1. Concrete Utility Cut Repair Locations

A complete list of addresses as to the locations of the repairs will be provided to the contractor once this RFP has been awarded.

#### 2. Concrete Utility Cut Repair

This RFP is for concrete repair work to utility cuts. The repairs could be on the following: sidewalks, driveway, street panels, curb and gutter, and ADA Ramps.

All repairs should be completed following the City of Fargo Specifications.  
*City of Fargo Specifications Section 2100 Concrete Paving and Curbs and Gutters*  
*City of Fargo Specifications Section 2300 Concrete Sidewalks and Driveways*

The Contractor shall provide the necessary safeguards and protective devices to prevent accidents to the public, to protect Public Works' property, and to protect the Contractor's employees. The Contractor must follow the Traffic Control Requirements for NDDOT Operation on Highways and Streets. The traffic control devices and all labor required to setup and maintain traffic control required by the Field Manual shall be provided by the Contractor and shall be incidental to the work.

The cost for providing traffic control devices shall be included in the unit proposed prices for concrete repairs.

No additional funds will be paid to the Contractor for traffic control.

Most concrete utility cut repairs will have Public Works cones or barricades at the sites. The Contractor must return this traffic safety equipment (cones and barricades) to the Public Works building at 402 23<sup>rd</sup> Street North in Fargo, ND. The Contractor is responsible for providing this equipment at the repair sites once they begin repairs.

#### 3. Black Dirt and Lawn Repair

The contractor will not be required to add black dirt, fill or seed the area of the repair.

#### 4. Finished Concrete Utility Repairs

Once the repair has been completed. The Contractor shall leave the site free of any construction debris, trash, and/or excess concrete. The site shall be left in a clean and safe manner.

5. Minimum Work Guaranty

The City of Fargo Public Works Guarantees a minimum 120 yards of concrete will be used under this RFP per year of the contract. Once this minimum requirement has been met, it is up to the discretion of the Public Works Services Manager as to when to end the contract for the year. The Contractor will be notified 2 weeks prior to the end of the contract.

B. Property Damage

Contractors will be notified by the Public Works Services Manager of any property damage that occurs as a result of Utility Cut Repairs. Notification will be within 48 hours of Public Works staff becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

**VII. STANDARD PROVISIONS FOR CONTRACTS**

A. Reporting of Contractor

The contractor will work closely with Public Works Services Manager and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by the city.

The city reserves the right to inspect the contractor's activities during the term of this contract.

B. Personnel

The contractor will provide the required services personally and will not subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

J. Assigns & Successors

This contract is binding on the city and the contractor, their successors and assigns. Neither the city nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

K. Termination of Contract

Termination without cause. City at any time may terminate the contract by giving ten (10) days written notice to the contractor.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

**VIII. TERMS AND CONDITIONS**

A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractor's qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.



B. Term of Contract

The initial term of this contract shall be for three ( 3 ) years commencing on April 25, 2024 and expiring June 30, 2027. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to March 30th of the appropriate year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an option year.

The initial agreement places no obligation on the City to renew beyond the initial term of the contract.

C. Evaluation Criteria

The proposal submitted and received by the City will be evaluated and ranked according to the following criteria:

1. Previous Work Experience – 50%
2. Work performance (references will be checked by City of Fargo) – 15%
3. Price – 35%

D. Public Liability and Property Damage. Contractor shall provide public liability and property damage insurance against risks resulting from the following:

- A. Operations of Contractor;
- B. Operations of Subcontractors (contingent);
- C. Completed operations;
- D. Contractual Liability (broad form); and
- E. Property damage liability including:
  1. Damage due to blasting;
  2. Damage due to collapse;
  3. Damage to underground facilities; and
  4. Broad form property damage:
    - a. Premises and operations
    - b. Contractual

The liability limits of said insurance shall be as follows:

A. Bodily Injury

1. \$1,000,000 each person
2. \$1,000,000 each occurrence
3. \$2,000,000 aggregate

B. Property Damage

1. \$1,000,000 each occurrence
2. \$1,000,000 aggregate
3. \$2,000,000 aggregate (property damage auto)

E. Automobile Liability. The Contractor shall provide automobile liability insurance covering operation of all vehicles which are either hired, owned, or non-owned as follows:

A. Bodily Injury

1. \$1,000,000 each person
2. \$1,000,000 each occurrence

B. Property Damage Liability

1. \$1,000,000 each occurrence

**Proposal Form**  
**2024 Utility Cut Repairs**  
City of Fargo

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

Company Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Pricing

<u>Item</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>
1	ADA Truncated Domes	SF		
2	Concrete Pavement Repair	SF		
3	Concrete Sawing	LF		
4	Curb and Gutter Replacement	LF		
5	Concrete Sidewalk Replacement	LF		
6	Concrete Driveway Repair	SF		

By: \_\_\_\_\_  
(Name) (Signature)

\_\_\_\_\_  
(Title) (Phone)