

CITY OF COFFEYVILLE
COFFEYVILLE, KANSAS

CONTRACT DOCUMENTS & SPECIFICATIONS
FOR
SANTA FE TRIPLE CIRCUIT REBUILD

CONTRACT CVE-2014A

BID DATE: 2:00 P.M., April 22, 2015

CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Prepared By



ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET – JOPLIN, MISSOURI 64804
(417) 680-7200
KANSAS CERTIFICATE OF AUTHORITY NUMBER E-17, EXPIRES 12/31/16

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NOTICE AND INSTRUCTIONS TO BIDDERS

1. **Sealed proposals** for the construction, including the supply of necessary labor, materials and equipment, of an electric project for the **CITY OF COFFEYVILLE, COFFEYVILLE, KANSAS** (hereinafter called the "Owner"), to be known as Project **SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A**, will be received by the Owner on or before **2:00 o'clock P.M., CST, APRIL 22, 2015** at its office at **CITY HALL, 11 EAST SECOND, SUITE B, (P. O. BOX 1629), COFFEYVILLE, KANSAS 67337**, at which time and place the proposals will be publicly opened and read. Any bids so received after the time set for opening the bids will not be considered and will be returned unopened to the Bidder submitting same.

2. **Description of Project:** This project will consist of rebuilding approximately one mile of triple circuit, 15kV class distribution line within the City limits of Coffeyville, KS. The line will primarily utilize 477, 18/1 conductor on wood poles. Three self-supporting steel structures on concrete footings as well as installation of one OPGW cable will be required. The lines will remain energized and service to customers must continue during the construction process.

The Project is located in Montgomery County, in the State of KANSAS, all as more fully described in the Plans, Specifications for Construction, Construction Drawings and Contractor's Proposal hereinafter referred to.

3. **Owner Furnished Materials:** The unit prices in the Contractor's Proposal should include provisions for Owner Furnished Materials since, as stated in Article I, Section 3 of the Contractor's Proposal, the value of the Owner Furnished Materials, if any, will be deducted from payments to the Bidder for completed Construction Units.

4. **Obtaining & Transferring Documents:** The Plans, Specifications for Construction and Construction Drawings together with all necessary forms and other documents for bidders may be obtained from the Owner, or from the Engineer, ALLGEIER, MARTIN & ASSOCIATES, INC., at the latter's office at 7231 EAST 24TH STREET, (P. O. BOX 2627), JOPLIN, MO 64804 upon payment of **TWENTY-FIVE** and NO/100 dollars (**\$25.00**), which payment will not be subject to refund. The Plans, Specifications for Construction and Construction Drawings may be examined at the office of the Owner or at the office of the Engineer. Bids will be accepted only from the original purchasers.

5. **Manner of Submitting Proposals:** Proposals and all supporting instruments must be submitted on the forms furnished by the Owner and must be delivered in a sealed envelope addressed to the Owner. The name and address of the Bidder, its license number if a license is required by the State, and the date and hour of the opening of bids must appear on the envelope in which the Proposal is submitted. Proposals must be filled in, in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. All proposals shall be addressed and delivered to:

Ms. Cindy Price, City Clerk
City of Coffeyville
City Hall
11 East Second, Suite B
(P. O. Box 1629)
Coffeyville, KS 67337

6. **Familiarity with Conditions:** Prior to the submission of the Proposal, the Bidder shall make and shall be deemed to have made a careful examination of the site of the Project and of the Plans, Specifications for Construction, Construction Drawings, and forms of Contractor's Proposal and Contractor's Bond on file with the Secretary of the Owner and with the Engineer, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of completion of the Project. Bidders will be required to comply with all applicable statutes, regulations, etc., including those pertaining to the licensing of contractors, and the so-called "Kickback Statute" (48 Stat. 948) and regulations issued pursuant thereto.

7. **Bidder's Qualifications:** A Bidder who has not already completed similar construction for the Owner or Engineer within the last ten (10) year period, shall file with the Engineer the Bidder's Qualifications on forms supplied by the Engineer, at least **FIFTEEN (15)** days in advance of the scheduled bid opening. The Bidder shall furnish qualifications of the superintendent he proposes to use on the project.

8. **Alternate Designs:** The Owner reserves the right to confine its consideration of the several bids to one type of design regardless of alternate types of design which may be specified in the Plans and Specifications for Construction and offered in the Proposals.

9. **Bidder's Experience:** In estimating the least cost to the Owner as one of the factors in deciding the acceptance of the Proposal, the Owner will consider, in addition to the bid prices of the various construction units, the experience and responsibility of the Bidder.

10. **Completion Time:** The Time for Completion of Construction of the Project shall be as specified by the Engineer in the Proposal.

11. **Bid Bond:** Each Proposal must be accompanied by a bid bond in the form attached or a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Owner, in the amount equal to ten percent (10%) of the maximum bid price. Each Bidder agrees, provided its Proposal is one of the three low Proposals, that, by filing its Proposal together with such bid bond or check in consideration of the Owner's receiving and considering such Proposal, said Proposal shall be firm and binding upon each such Bidder and such bid bond or check shall be held by the Owner until a Proposal is accepted and a satisfactory Contractor's Bond is furnished by the successful Bidder and such acceptance has been approved by the Owner, or for a period not to exceed sixty (60) days from the date hereinbefore set for the opening of Proposals, whichever period shall be the shorter. If such Proposal is not one of the three low Proposals, the bid bond or check will be returned in each instance within a period of ten (10) days to the Bidder furnishing same.

12. **Contractor's Bond:** The successful Bidder will be required to execute two (2) additional counterparts of the Proposal and to furnish Contractor's Bonds (Performance & Payment) in triplicate in the form attached hereto with sureties listed by the United States Treasury Department as Acceptable Sureties, in a penal sum not less than the contract price.

13. **Failure to Furnish Contractor's Bond:** Should the successful Bidder fail or refuse to execute such counterparts or to furnish a Contractor's Bond within ten (10) days after written notification of the acceptance of the Proposal by the Owner, the Bidder will be considered to have abandoned the Proposal. In such event, the Owner shall be entitled (a) to enforce the bid bond in accordance with its terms, or (b) if a certified check has been delivered with the Proposal, to retain from the proceeds of the certified check the difference (not exceeding the amount of the certified check) between the amount of the Proposal and such larger amount for which the Owner may be in good faith contract with another party to construct the Project. The term "successful Bidder" shall be deemed to include any Bidder whose Proposal is accepted after another Bidder has previously refused or has been unable to execute the counterparts or to furnish a satisfactory Contractor's Bond.

14. **Contract is Entire Agreement:** The Contract to be effected by the acceptance of the Proposal shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any representation or promise made at any time by any officer, agent or employee of the Owner or by any other person.

15. **Minor Irregularities:** The Owner reserves the right to waive minor irregularities or minor errors in any Proposal, if it appears to the Owner that such irregularities or errors were made through inadvertence. Any such irregularities or errors so waived must be corrected on the Proposal in which they occur prior to the acceptance thereof by the Owner.

16. **Rejection of Bids:** The Owner reserves the right to reject any or all Proposals. The attention of Bidders is specially called to the desirability of a proper balance between prices for labor and materials and between the total prices for the respective Construction Units. Lack of such balance may be considered as a reason for rejecting a Proposal.

17. **Discrepancy in Unit Prices:** Where the unit prices in the Contractor's Proposal are separated into three columns designated as "Labor", "Materials" and "Labor and Materials", and where a discrepancy appears between the sum shown in the "Labor and Materials" column and the correct addition of the sums appearing in the "Labor" column and the "Materials" column, the correct addition of the sums appearing in the "Labor" column and the "Materials" column shall control.

18. **Bidding & Acceptance:** If the Project includes more than one bid schedule, Bidders shall bid on all bid schedules. The Owner may not award all bid schedules if any. However any schedules awarded will be awarded to a single Bidder.

19. **Definition of Terms:** The terms "Owner", "Engineer", "Project", "Completion of Construction" and "Completion of the Project" as used throughout this Contract shall be as defined in Article VI, Section 1, of the Proposal.

20. **The Owner Represents:**

- a. If by provisions of the Contractor's Proposal, the Owner shall have undertaken to furnish any materials for the construction of the Project, such materials are on hand at locations specified or if such materials are not on hand, they will be made available by the Owner to the successful Bidder at the locations specified before the time such materials are required for construction.
- b. Title to the property or easements on which the Project is to be constructed have been or will be obtained prior to construction.
- c. Prompt payment for the construction of the Project will be made with funds available to the Owner.

If the Owner shall fail to comply with any of the undertakings contained in the foregoing representations or if any of such representations shall be incorrect, the Bidder will be entitled to extension of time of completion for a period equal to the delay, if any, caused by the failure of the Owner to comply with such undertakings or by any such incorrect representation; provided the Bidder shall have promptly notified the Owner in writing of its desire to extend the time of completion in accordance with the foregoing, and provided further that such extension, if any, of the time of completion shall be the sole remedy of the Bidder for the Owner's failure to comply with any of the foregoing representations.

21. **Safety & Health Regulations:** The Project and Contract shall be based upon the Contractor's strict compliance with all applicable "Safety and Health Regulations for Construction".

22. **Discrimination:** The Contractor shall not discriminate in his employment practices.

CITY OF COFFEYVILLE, KANSAS

Owner

By Mr. Gene Ratzlaff, Director of Electric Utilities

MARCH 24, 2015

Date

BID BOND

1. KNOW ALL MEN that we, Capital Electric Line Builders, Inc.
4400 NW Mattox Road, Riverside, MO 64150, as Principal, and
Liberty Mutual Insurance Company, as Surety, are held and
firmly bound unto CITY OF COFFEYVILLE, COFFEYVILLE, KANSAS (hereinafter called the
"Owner") in the penal sum of ten percent (10%) of the amount of the bid referred to in Paragraph 2 below, but not to exceed
TEN (10%) PERCENT OF TOTAL AMOUNT BID dollars (\$ *****10%*****), as hereinafter set forth and for the
payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns,
jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Project, **SANTA FE TRIPLE
CIRCUIT REBUILD; CONTRACT CVE-2014A.**

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal, and

- (a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the Project as may be specified in the bid, or
- (b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the Project, **SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A**, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this 22nd day of April, 2015.

ATTBST:

Sandy K. Johnson
Sandy K. Johnson (~~Secretary~~) Witness

Capital Electric Line Builders, Inc. (SEAL)
(Principal)
By [Signature]
Colby Atwell, Vice-President
(Title)

~~XXXXXX~~ Witness:

Kerry A. Marvel
~~(XXXXXX)~~
Kerry A. Marvel
Account Manager

Liberty Mutual Insurance Company (SEAL)
(Surety)
[Signature]
Kelly R. Watson, Attorney-in-Fact
(Title)

American Fire and Casualty Company
The Ohio Casualty Insurance Company

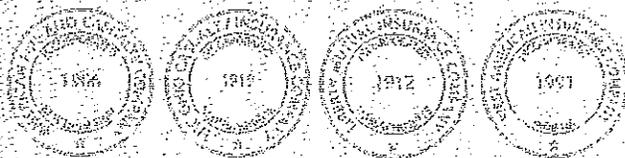
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Chandler H. Cullor; Eric D. Benton; Kelly R. Watson; Kerry A. Marvel; Mark S. Nauser; Steven L. Nicholson

all of the city of Overland Park, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of September, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

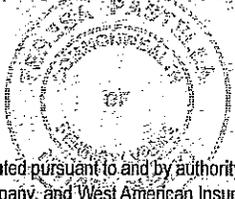
By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss.
COUNTY OF MONTGOMERY

On this 30th day of September, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 23, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

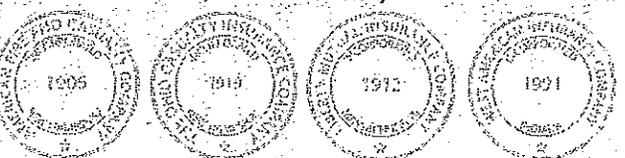
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of April, 2015



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CONTRACTOR'S PROPOSAL
(Proposal shall be submitted in ink or typewritten)

To: _____ CITY OF COFFEYVILLE _____
_____ 11 EAST SECOND, SUITE B (P.O. BOX 1629), COFFEYVILLE, KANSAS 67337 _____
(Hereinafter called the "Owner")

ARTICLE I-GENERAL

Section 1. Offer to Construct: The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor transportation and other means required to construct the electrical project, **SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A**, in strict accordance with the Plans, Specifications for Construction and Construction Drawings for the prices hereinafter stated.

Section 2. Materials and Equipment: The Bidder agrees to furnish and use in the construction of the Project under this Proposal, in the event the Proposal is accepted, only such materials and equipment as are specified herein or approved equivalents.

Section 3. Owner-Furnished Materials: The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "List of Owner's Materials on Order" (see Page 7) and the Bidder will give a receipt (see Page 8) therefore in writing to the Owner. The materials referred to are on hand at, or will be delivered to, the locations specified in the Lists and the Bidder will use such materials in constructing the Project.

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of this Proposal shall be reduced by an amount equal to the value of the materials installed by the Bidder during the preceding month which have been furnished by the Owner or the delivery of which has been accepted by the Bidder on behalf of the Owner. Only ninety percent (90%) of the remainder shall be paid prior to the Completion of the Project. The value of such materials shall be computed on the basis of the unit prices stated in the Lists. Materials, if any, not required for the Project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon Completion of Construction of the Project. The value of all materials not installed in the Project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached Lists. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on a "List of Materials Ordered by Owner But Not Delivered" will be furnished to the Bidder as necessary during progress of the work.

Upon delivery the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "List of Materials Ordered by Owner But Not Delivered" at its expense and shall be responsible for demurrage, if any.

Section 4. Purchase of Materials Not Furnished by Owner: The Bidder will purchase all materials and equipment (other than Owner-Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall become the property of the Owner when erected in place.

Section 5. Proposal on Unit Basis: The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the Project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the Project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.

Section 6. Familiarity with Conditions: The Bidder has made a careful examination of the site of the Project to be constructed and of the Plans, Specifications for Construction, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions, state and local laws and regulations which would affect work on the proposed construction.

Section 7. License: The Bidder warrants that a Contractor's License (is) (is not) required, and, if required, it possesses

Contractor's License No. CA0081661 for the State of KANSAS in which the Project is located and said license expires on _____, 20__.

Section 8. The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.

Section 9. The Bidder warrants that it possesses adequate financial resources and agrees that in the event this Proposal is accepted, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Treasury Department as Acceptable Sureties.

In the event that the surety or sureties on the performance bond delivered to the Owner contemporaneously with the execution of the Contract or on any bond or bonds delivered in substitution therefore or in addition thereto shall at any time become unsatisfactory to the Owner, the Bidder agrees to deliver to the Owner another or an additional bond.

Section 10. Taxes: The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment to be incorporated in the Project as part of such Construction Units. The Bidder agrees to pay all such taxes except on owner-furnished materials and it is understood that, as to owner-furnished materials, the values stated in the attached "List of Owner's Materials on Hand" and "List of Materials Ordered by Owner But Not Delivered" include such taxes, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to materials used in the construction of the Project except as to owner-furnished materials.

Section 11. Changes in Quantities: The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory.

Section 12. Description of Contract: The Notice and Instructions to Bidders, Plans, Specifications for Construction and Construction Drawings, all attached hereto and made a part hereof together with the Proposal and Acceptance constitute the contract. The Plans and Construction Drawings are identified as follows:

Construction Assembly Drawings
Overhead Distribution – Coffeyville Santa Fe Triple Circuit Staking Sheets – 1 through 10
Other Drawings & Documents Listed

**LIST OF OWNER'S MATERIALS ON ORDER
CITY OF COFFEYVILLE, COFFEYVILLE, KANSAS**

Item*	Description of Material Number	Catalog Number	Quantity	Unit Price	Extended Price
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See pages 7b – 7d

Above Materials are Located at:

**CITY OF COFFEYVILLE
COFFEYVILLE, KANSAS**

ISSUANCE OF OWNER FURNISHED MATERIALS

The City will follow the procedures below and issuance of materials to the Contractor:

1. Conductor:

Extra conductor as issued may be in excess of the total requirement. However, all excess conductor shall be returned to the City's warehouse for credit. The Contractor will be charged for conductor not returned.

2. Hardware:

The City will issue all hardware items to the Contractor at the start of construction. The Contractor will be responsible for the warehousing and security of this material.

3. Poles:

The poles on order may be unloaded on or near the construction site; however, the poles will **not** be unloaded individually by pole height and class requirement.

Poles from stock will be issued individually as needed to suit the Contractor's work schedule. Shortages are not anticipated; however, The City will cooperate with the Contractor if a shortage(s) does occur. Should fulfillment of a shortage request be the Contractor's responsibility, the cost of such material will be deducted from payments to the Contractor.

4. All Owner Furnished Material:

The Contractor will not be charged for materials furnished by the Owner. The Contractor will be charged, however, for any materials issued to him which are not incorporated into the project or are lost or damaged. New, replacement cost will be charged for this material.

CITY OF COFFEYVILLE, KANSAS

SANTA FE TRIPLE CIRCUIT

OWNER FURNISHED MATERIAL LIST

ITEM	MATERIAL DESCRIPTION	PROJECT QTY	UNIT PRICE	TOTAL PRICE
A.1...	INSULATOR, PIN-TYPE, F-NECK 15KV VICTOR 6R	225 EA	\$0.00	\$0.00
C...8.6	BOLT, MACHINE, 1/2" X 6", GALV.	6 EA	\$0.00	\$0.00
C...10.6	BOLT, MACHINE, 5/8" X 6", GALV.	136 EA	\$0.00	\$0.00
C...10.10	BOLT, MACHINE, 5/8" X 10", GALV.	2 EA	\$0.00	\$0.00
C...10.12	BOLT, MACHINE, 5/8" X 12", GALV.	53 EA	\$0.00	\$0.00
C...10.14	BOLT, MACHINE, 5/8" X 14", GALV.	3 EA	\$0.00	\$0.00
C...10.16	BOLT, MACHINE, 5/8" X 16"	2 EA	\$0.00	\$0.00
C...12.14	BOLT, MACHINE, 3/4" X 14", GALV.	152 EA	\$0.00	\$0.00
C...12.18	BOLT, MACHINE, 3/4" X 18"	210 EA	\$0.00	\$0.00
C...14.12	BOLT, MACHINE, 7/8" X 12"	14 EA	\$0.00	\$0.00
C...14.14	BOLT, MACHINE, 7/8" X 14"	4 EA	\$0.00	\$0.00
D.1.3.1	WASHER, GALVANIZED, SQUARE, 2-1/4 X 2-1/4 X 3/16, 11/16 HOLE	2 EA	\$0.00	\$0.00
D.1.3.2	WASHER, GALVANIZED, SQUARE, 2-1/4 X 2-1/4 X 3/16, 13/16 HOLE	637 EA	\$0.00	\$0.00
D.1.3.4	WASHER, GALVANIZED, SQUARE, 4 X 4 X 3/16, 13/16 HOLE	80 EA	\$0.00	\$0.00
D.222.9	WASHER, ROUND, 1-3/8", 9/16" HOLE	14 EA	\$0.00	\$0.00
D.3.4.3	WASHER, GALVANIZED, CURVED, SQUARE, 3 X 3 X 1/4, 13/16 HOLE	6 EA	\$0.00	\$0.00
D.3.4.4	WASHER, GALVANIZED, CURVED, SQUARE, 4 X 4 X 1/2, 13/16 HOLE	27 EA	\$0.00	\$0.00
D.3.4.6	WASHER, SQUARE, CURVED, 4 X 4 X 3/8 X 15/16 HOLE	342 EA	\$0.00	\$0.00
D.3.8.6	WASHER, CURVED, 3 X 3 X 1/4, 13/16 HOLE	6 EA	\$0.00	\$0.00
F.11006	PIN, CROSSARM, STEEL, 5/8 X 6-1/2" JOSLYN J2212 OR EQUIV	48 EA	\$0.00	\$0.00
F.11011	PIN, CROSSARM, STEEL, 5/8 X 10-3/4", GALV. JOSLYN J206 OR EQUIV	6 EA	\$0.00	\$0.00
F.2....	PIN, CROSSARM, STEEL, CLAMP-TYPE, 15KV JOSLYN J3322	33 EA	\$0.00	\$0.00
G....8	CROSSARM, 3-5/8 X 4-5/8 X 8'-0"	186 EA	\$0.00	\$0.00
G....10	CROSSARM, 3-5/8 X 4-5/8 X 10'-0"	5 EA	\$0.00	\$0.00
G.2...8B	CROSSARM, 3-5/8" X 4-5/8" X 10'-0" PUPI TB3000-120	2 EA	\$0.00	\$0.00
G.2...8C	CROSSARM, 3-5/8" X 4-5/8" X 8'-0" PUPI TB3000-96	59 EA	\$0.00	\$0.00
J...6.4	BOLT, CARRIAGE, 3/8 X 4-1/2", GALV.	1 EA	\$0.00	\$0.00
J...8.4	SCREW, LAG, 1/2 X 4", GALV.	8 EA	\$0.00	\$0.00
J...10.4	SCREW, LAG, 5/8 X 4"	8 EA	\$0.00	\$0.00
K....71	POLYMER INSULATOR, 10,000 LB., CLEVIS-EYE 08401015-0215	5 EA	\$0.00	\$0.00
L.....	STATIC WIRE DEADEND CLAMP	196 EA	\$0.00	\$0.00
L...38	3/8" HSS, OHGW, BOLTED DEADEND CLAMP ANDERSON SWDE55N	1 EA	\$0.00	\$0.00
L...TC	CLAMP, SUSPENSION ANDERSON HAS-104-N OR EQUIV	4 EA	\$0.00	\$0.00
L.1....	CLAMP, DEADEND, ACSR, 477 18/1 ACSR ANDERSON ADS-88-N	3 EA	\$0.00	\$0.00
N...1012	BOLT, DOUBLE ARMING, 5/8 X 12"	266 EA	\$0.00	\$0.00
N...1014	BOLT, DOUBLE ARMING, 5/8 X 14", GALV.	3 EA	\$0.00	\$0.00
N...1020	BOLT, DOUBLE ARMING, 5/8 X 20", GALV.	10 EA	\$0.00	\$0.00
O...1012	BOLT, EYE, 5/8 X 12", GALV.	57 EA	\$0.00	\$0.00
		40 EA	\$0.00	\$0.00

CITY OF COFFEYVILLE, KANSAS

SANTA FE TRIPLE CIRCUIT

OWNER FURNISHED MATERIAL LIST

ITEM	MATERIAL DESCRIPTION	PROJECT QTY	UNIT PRICE	TOTAL PRICE
O..1016	BOLT, EYE, 5/8" X 16", GALV.	18 EA	\$0.00	\$0.00
P..J931	3 BOLT CLAMP, 6" JOSLYN J931	4 EA	\$0.00	\$0.00
P..I.A.	CONNECTOR, TAP, STIRRUP, 477 18/1 ACSR ANDERSON HLS-500-2/0P	11 EA	\$0.00	\$0.00
P.2....	CONNECTOR, #2 - 477 ACSR WR815	40 EA	\$0.00	\$0.00
P.4....	CONNECTOR, NO. 6 CU TO STEEL	27 EA	\$0.00	\$0.00
P13....	CONNECTOR, PARALLEL, BRONZE, 3/8" EHS - #4 CU, HUBBELL K1	114 EA	\$0.00	\$0.00
P15....	CONNECTOR, COMPRESSION, CRIMPIT BURNDY YC4C4 OR EQUIV	241 EA	\$0.00	\$0.00
P16477D	CONNECTOR, 477 18/1 ACSR - 477 18/1 ACSR WR 885	182 EA	\$0.00	\$0.00
P241....	CONNECTOR, #6 CU - 4/0 ACSR WR 379	4 EA	\$0.00	\$0.00
U.4..7.	PERFORMED GUY GRIP, 3/8" EHS STEEL PERFORMED GDE 1107	176 EA	\$0.00	\$0.00
V.3....	GUY ATTACHMENT, HEAVY DUTY, HUBBELL GH5	6 EA	\$0.00	\$0.00
V.5....	POLE EYE PLATE HUBBELL GEP6	106 EA	\$0.00	\$0.00
X.216.9	ROD, ANCHOR, 1" X 9' TWIN EYE CHANCE E1029045	40 EA	\$0.00	\$0.00
Z.4..20	ANCHOR, 20,000 LB, SCREW-TYPE, 12" CHANCE 024481	25 EA	\$0.00	\$0.00
Z.4..30	ANCHOR, 30,000 LB, SCREW-TYPE, TWIN 10", TWIN EYE CHANCE 012905	15 EA	\$0.00	\$0.00
-A.....	FIBERGLASS BRACKET, TAPPED FOR DOWNLEAD HUBBELL D1M18BC OR EQUIV	3 EA	\$0.00	\$0.00
AA..10..	EYENUT, 5/8", GALV. JOSLYN J1092 OR EQUIV	23 EA	\$0.00	\$0.00
AA..10.1.	EYELET, 3/4", GALV. JOSLYN J1143	11 EA	\$0.00	\$0.00
AB..12..	NUT, THIMBLEYE, 3/4", GALV. JOSLYN J6551 OR EQUIV	11 EA	\$0.00	\$0.00
AE.....	LIGHTNING ARRESTER, 9KV COOPER UN50905-0A1A-1B1A	9 EA	\$0.00	\$0.00
AF.....	CUTOUT, W/FUSE BARREL, 100 AMP CHANCE C720112	12 EA	\$0.00	\$0.00
AF.3...2	CUTOUT (LOAD BREAK TYPE) 15KV, 200 AMP, 110KV BIL, CHANCE TYPE C C730-143PB	4 EA	\$0.00	\$0.00
AI..10.8	ROD, GROUND, 5/8" X 8'-0", COPPER CLAD JOSLYN J8338 OR EQUIV	21 EA	\$0.00	\$0.00
AJ.....	CLAMP, GROUND ROD ANDERSON GC-5/G5 OR EQUIV	27 EA	\$0.00	\$0.00
AL.....	CLAMP, HOT LINE ANDERSON GH-102A	35.44 LB	\$0.00	\$0.00
AP....2	GUY MARKER, 8' YELLOW HUBBELL 96FRPE OR EQUIV	11 EA	\$0.00	\$0.00
AT.2...8	GROUND WIRE BOUNDING ASSEMBLY, #4CU, 4' LONG W/TERMINAL PERFORMED 710010015	64 EA	\$0.00	\$0.00
B9E	GROUND WIRE BONDING ASSEMBLY, #4CU, 4' LONG W/TERMINAL PERFORMED 710010016	18 EA	\$0.00	\$0.00
B9F	SHACKLE, ANCHOR HUBBELL 5801 OR EQUIV	6 EA	\$0.00	\$0.00
BO.....	SHACKLE, ANCHOR, 50,000 LB. OB86665	104 EA	\$0.00	\$0.00
BO.4....	NAILS, 8-PENNY, GALVANIZED (LBS.)	12 EA	\$0.00	\$0.00
BP.....	BOLT, SINGLE UPSET, INSULATED 5/8 X 12", GALV. HUBBELL 7743 OR EQUIV.	25.2 LB	\$0.00	\$0.00
BS..1012	CONNECTOR, TRANSFORMER GROUNDING, ANDERSON GTCL-23A	18 EA	\$0.00	\$0.00
BU.1...1	ARMOR ROD SET, SINGLE, 4/0-6/1 ACSR, PERFORMED AR-0321	11 EA	\$0.00	\$0.00
BV.11...	CONN FOR 5/16"-7/16" STR OR NO.6 CU- 3/0 CU BURNDY KVSU26 OR AND KR-3-TP	3 EA	\$0.00	\$0.00
C3E	CLEVIS, THIMBLE, SIDE-OPENING HUBBELL TC2 OR EQUIV	24 EA	\$0.00	\$0.00
CI.....	INSULATOR, SPOOL, JOSLYN J101 OR EQUIV.	58 EA	\$0.00	\$0.00
CM.....	CONDUIT, 2" PVC SCH 40 (GREY) 10' LENGTHS W/BELL	54 EA	\$0.00	\$0.00
CON		6 EA	\$0.00	\$0.00

CITY OF COFFEYVILLE, KANSAS

SANTA FE TRIPLE CIRCUIT

OWNER FURNISHED MATERIAL LIST

ITEM	MATERIAL DESCRIPTION	PROJECT QTY	UNIT PRICE	TOTAL PRICE
CU.1..28	BRACE, WOOD, 28" HUGHES BROS 2023	10 EA	\$0.00	\$0.00
CU.3..60	CROSSARM BRACE, WOOD, 60" SPAN, 30" DROP, HB 2045D	2 EA	\$0.00	\$0.00
DA.3....	BRACKET, INSULATED, 3" SPOOL JOSLYN J0339	36 EA	\$0.00	\$0.00
DH.....	BUTT-TYPE GROUNDING PLATE, COPPER JOSLYN J9196 OR EQUIV	30 EA	\$0.00	\$0.00
DM.....	BRACKET, CLUSTER-TYPE ALUMAFORM 11 MW-24 OR EQUIV	2 EA	\$0.00	\$0.00
DOGBONE	CLAMP, ANCHOR ROD BONDING - TWIN EYE HUBBELL G5061	64 EA	\$0.00	\$0.00
DP..12..	GROUND WIRE CLAMP FOR 3/4" BOLT	1 EA	\$0.00	\$0.00
DP..12GW	BONDING CLAMP W/NUT FOR 3/4" BOLT JOSLYN J1164	7 EA	\$0.00	\$0.00
DU.1....	EXTENSION LINK, MACLEAN PA319	31 EA	\$0.00	\$0.00
E11L	CLAMP, CUSHIONED, SUSPENSION PERFORMED 4300117	18 EA	\$0.00	\$0.00
EA.....	INSULATOR, LINE POST, HORIZONTAL, 69 KV 2 HOLE BLADE OHIO BRASS S22005-1102	3 EA	\$0.00	\$0.00
ED.1...1	SHIELD WIRE SUPPORT WITH LINK JOSLYN J6360 OR EQUIV	19 EA	\$0.00	\$0.00
EK...6..	LOCKNUTS, 3/8", GALV.	8 EA	\$0.00	\$0.00
EK...8..	LOCKNUTS, 1/2", GALV.	18 EA	\$0.00	\$0.00
EK...10..	LOCKNUTS, 5/8", GALV.	628 EA	\$0.00	\$0.00
EK...12..	LOCKNUTS, 3/4", GALV.	398 EA	\$0.00	\$0.00
EK...14..	LOCKNUTS, 7/8"	6 EA	\$0.00	\$0.00
EQ.1....	INSULATOR BRACKET, NARROW PROFILE, M1F-P619D OR EQUIVALENT	3 EA	\$0.00	\$0.00
G2S	DEADEND, BOLTED PERFORMED 2801315	18 EA	\$0.00	\$0.00
GJ.8.2A.	CROSSARM ASSEMBLY W/O BRACES 3-WIRE PUPI DA3000-96 E2	10 EA	\$0.00	\$0.00
GJ10.2A.	CROSSARM, ASSEMBLY W/O BRACES 4-WIRE PUPI DA 3000-120 E2	23 EA	\$0.00	\$0.00
GJ12.2A.	CROSSARM, ASSEMBLY W/O BRACES 4-WIRE PUPI DA 4000-144 E4 SP2	14 EA	\$0.00	\$0.00
J10D	SPICE BOX W/ASSOCIATED HARDWARE FOR .637" OPGW WINDSOR 730-82	5 EA	\$0.00	\$0.00
J10GAA	VERTICAL CLOSURE BRACKET WINDSOR 730-VCB	5 EA	\$0.00	\$0.00
J10GBA	COIL BRACKET, 60" WINDSOR 730-CB	7 EA	\$0.00	\$0.00
K2A	CLAMP, DOWNLEAD, URETHANE WITH 4" LAG BOLT, 0.563-0.656 P/LP 800304H1	70 EA	\$0.00	\$0.00
MV.....	SECURITY LIGHT & SUPPORT ARM	9 EA	\$0.00	\$0.00
OPTD.646	SPIRAL VIBRATION DAMPER PERFORMED 5050106	26 EA	\$0.00	\$0.00
SB.1...2	15 KV, 600 AMP SWITCH, IN LINE HUBBELL ALTD06200RL OR EQUIV	9 EA	\$0.00	\$0.00
SB.1...3	SWITCH, DISCONNECT, 15 KV 600 AMP HUBBELL M3D66BP OR EQUIV	6 EA	\$0.00	\$0.00
STRP	STRAP, RETENSION FOR 2" PVC COOPER 4968 OR EQUIV	12 EA	\$0.00	\$0.00
WT	INSULATOR, GUY STRAIN HUBBELL G516060CC1	135 EA	\$0.00	\$0.00
WT.10	CONDUCTOR TIE, SINGLE SUPPORT FOR PIN INSULATOR 477 18/1 ACSR PERFORMED WTF-0224	105 EA	\$0.00	\$0.00
WT.20	CONDUCTOR TIE, SPOOL 477 18/1 ACSR PERFORMED EZSP-4381	23 EA	\$0.00	\$0.00
WT.5....	CONDUCTOR TIE, DOUBLE SUPPORT FOR PIN INSULATOR 477, 18/1 ACSR DST-0159	45 EA	\$0.00	\$0.00

CITY OF COFFEYVILLE, KANSAS

SANTA FE TRIPLE CIRCUIT

OWNER FURNISHED MATERIAL LIST

ITEM	MATERIAL DESCRIPTION	PROJECT QTY	UNIT PRICE	TOTAL PRICE
AN.1....	TRANSFORMER-CSP	1 EA	\$0.00	\$0.00
AN.1....	TRANSFORMER-CSP 15KVA	1 EA	\$0.00	\$0.00
AN.4....	TRANSFORMER- CONVENTIONAL, 2-BUSHING	6 EA	\$0.00	\$0.00
AN.5....	TRANSFORMER- CONVENTIONAL, SINGLE BUSHING 15KVA	1 EA	\$0.00	\$0.00
AN.5....	TRANSFORMER- CONVENTIONAL, SINGLE BUSHING 25KVA	2 EA	\$0.00	\$0.00
.Y.1.6.7	GUY WIRE, 3/8" EHSS (FT)	5920 FT	\$0.00	\$0.00
WI.10...	WIRE, NO. 4 COPPER, STRANDED	90 FT	\$0.00	\$0.00
WI.11...	WIRE, NO. 4 S.D. COPPER, SOLID	2270 FT	\$0.00	\$0.00
WI.2...C	WIRE, NO. 6 S.D. COPPER (SOLID) COVERED	30 FT	\$0.00	\$0.00
WI.5...	WIRE, 2 S.D. COPPER SOLID	40 FT	\$0.00	\$0.00
	#4 AL TPX	140 FT	\$0.00	\$0.00
	1/0 AL TPX	65 FT	\$0.00	\$0.00
	1/0-6/1 ACSR (RAVEN)	220 FT	\$0.00	\$0.00
	4/0-6/1 ACSR (PENGUIN)	1460 FT	\$0.00	\$0.00
	477-18/1 ACSR (PELICAN)	34500 FT	\$0.00	\$0.00
	ALCOA DNO-GW4815 CC-40/46/646 OPGW	5460 FT	\$0.00	\$0.00
	40-1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	40-2, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	45-1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	45-2, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	50-1, SOUTHERN PINE WITH PENTA TREATMENT	2 EA	\$0.00	\$0.00
	50-3, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	55-1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	55-H1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	60-1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	65-1, SOUTHERN PINE WITH PENTA TREATMENT	3 EA	\$0.00	\$0.00
	65-H1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	65-H2, SOUTHERN PINE WITH PENTA TREATMENT	2 EA	\$0.00	\$0.00
	65-H3, SOUTHERN PINE WITH PENTA TREATMENT	6 EA	\$0.00	\$0.00
	70-1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	70-H1, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	70-H3, SOUTHERN PINE WITH PENTA TREATMENT	2 EA	\$0.00	\$0.00
	80-H2, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	80-H4, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	85-H3, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	85-H4, SOUTHERN PINE WITH PENTA TREATMENT	1 EA	\$0.00	\$0.00
	POLE 18 SELF SUPPORTING STEEL	1 EA	\$0.00	\$0.00
	POLE 21 SELF SUPPORTING STEEL	1 EA	\$0.00	\$0.00
	POLE 24 SELF SUPPORTING STEEL	1 EA	\$0.00	\$0.00

ARTICLE II--CONSTRUCTION

Section 1. Time and Manner of Construction:

- a. The Bidder agrees to commence construction of the Project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice in writing of approval of the Contract by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be later than SEE SPECIAL CONDITIONS. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications for Construction and Construction Drawings within SEVENTY-FIVE (75) calendar days (excluding Sundays) after Commencement Date.
- b. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however, that no extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes or from any changes in construction which may be made pursuant to subsection d of this Section 1 shall result in any liability on the part of the Owner.
- c. The sequence of construction shall be as set forth below, the numbers or names being the designations of substations or other major facilities (hereinafter called the "Stations") corresponding to the numbers or names shown on the maps attached hereto, or if no Stations are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.

See Special Conditions

- d. The Owner, acting through the Engineer, may from time to time during the progress of the construction of the Project make such changes, additions to or subtractions from the Plans, Specifications for Construction, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the Project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.
- e. The Bidder will not perform any work hereunder on Sundays unless there is urgent need for such Sunday work and the Owner consents thereto in writing. The time for completion specified in subsection a of this Section 1 shall not be affected in any way by inclusion of this subsection nor by the Owner's consent or lack of consent to Sunday work hereunder.

Section 2. The Bidder agrees that in the event this Proposal is accepted, it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified superintendents and foremen.

Section 3. Changes in Construction: The Bidder agrees to make changes in construction previously installed in the Project by the Bidder as required by the Owner. The compensation for such changes shall be as agreed upon in writing by the Bidder and the Owner prior to commencement of work in connection with such changes.

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications for Construction.

Section 4. Construction Not in Proposal: The Bidder also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

- a. The cost of materials shall be determined by the invoices.
- b. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Bidder prior to the commencement of work.

Section 5. Supervision and Inspection:

- a. The Bidder shall cause the construction work on the Project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the Project, capable, experienced and reliable foremen and such skilled workmen as may be required for the various classes of work to be performed. Directions and instructions given to the Superintendent shall be binding upon the Bidder.

If awarded the contract for the construction of the Project, the Bidder will employ the construction superintendent(s) listed hereunder for work throughout the course of the construction of the Project.

Attached hereto are signed statements of the qualifications of said superintendent(s) including specific experience in supervision of construction of the type of facilities included in the plans and specifications. The qualifications shall list projects completed during the last two years, description of projects, construction company for whom the person worked and references (company, contact person and telephone number) of company for whom the construction was performed.

- b. The Owner reserves the right to require the removal from the Project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner or the Supervisor, if any, shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner or Supervisor; but the failure of the Owner or Supervisor to give any such corrections shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.
- c. The manner of construction of the Project, and all materials and equipment used therein, shall be subject to the inspection, tests and approval of the Owner and the Engineer, and the Bidder shall furnish all information required by the Owner or by the Engineer concerning the nature or source of any materials incorporated or to be incorporated in the Project. The Owner and the engineer shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor relevant to the construction of the Project. The Bidder shall provide all reasonable facilities necessary for such inspection and tests. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The Engineer shall be furnished with one copy of weekly payrolls.
- d. In the event that the Owner shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's surety or sureties to have an inspection made by an Engineer approved by the Owner for the purpose of determining the exact nature, extent and location of such defects.

- e. The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion herein above set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.

Section 6. Defective Materials and Workmanship:

- a. The acceptance of any materials, equipment (except owner-furnished materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the Project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the Project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.
- b. Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except owner-furnished materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the Project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days notice in writing of the existence thereof shall have been given by the Owner. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall de-energize that portion of the Project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder:

- a. Within the first fifteen (15) days of each calendar month, the Owner shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer, and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety percent (90%) of each such estimate approved during the construction of the Project shall be paid by the Owner to the Bidder prior to Completion of the Project. Upon completion by the Bidder of the construction of the Project, the Engineer will prepare an inventory of the Project showing the total number and character of Construction Units and, after checking such inventory with the Bidder, will certify it to the Owner together with a certificate of the total cost of the construction performed. Upon the approval of such certificates by the Owner, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid, provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the Project as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.
- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory: Provided, however, that the total cost shall not exceed the maximum Contract price for the construction of the Project as set forth in the Acceptance, unless such excess shall have been approved in writing by the Owner.

Subject to the above proviso, it is agreed that the number of such units may be greater or less than the estimated number based upon the Plans and Specifications for Construction and the size of the Project as originally contemplated, and the Bidder shall not be entitled to any claim for damages on account of any reasonable additions to or subtractions from the Project, or of any delay occasioned thereby.

- c. Notwithstanding the provisions of Section 1a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Station of the Project upon:
 - (1) completion of construction of such Station as certified by the Engineer and approved by the Owner;
 - (2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 hereof;
 - (3) approval by the Owner of the inventory in respect of such Station; and
 - (4) submission to the Owner of the consent in writing by the Surety or Sureties on the Contractor's Bond to payment in full for such Station prior to Completion of the Project.
- d. Interest at the rate of prime plus one-half (prime + ½) per annum shall be paid by the Owner to the Bidder on all unpaid balances due on monthly estimates, commencing thirty (30) days after the due date; provided the delay in payment beyond the due date is not caused by any condition within the control of the Bidder. The due date for purposes of such monthly payment shall be the fifteenth day of each calendar month provided (1) the Bidder on or before the fifth day of such month shall have submitted its certification of Construction Units completed during the preceding month and (2) the Owner on or before the fifteenth day of such month shall have approved such certification. If, for reasons not due to the Bidder's fault, such approval shall not have been given on or before the fifteenth day of such month, the due date for purposes of this subsection d shall be the fifteenth day of such month notwithstanding the absence of the approval of the certification.
- e. Interest at the rate of prime plus one-half (prime + ½) per annum shall be paid by the Owner to the Bidder on the final payment for the Project or any completed Station thereof, commencing thirty (30) days after the due date. The due date for purposes of such final payment shall be sixty (60) days after the date of Completion of Construction of the Project, as specified in the Certificate of Completion, whichever date is earlier.
- f. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.

Section 2. Release of Liens and Certificate of Contractor: (See sample form, Waiver and Release of Lien and sample form, Certificate of Contractor). Upon the completion by the Bidder of the construction of the Project (or any Station thereof if the Bidder shall elect to receive payment in full for any Station when completed as provided above) but prior to payment to the Bidder of any amount in excess of ninety percent (90%) of the total cost of all Construction Units comprising the completed Project or such Station as certified by the Engineer, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, Materialman, and subcontractors furnishing services or materials for the Project or such Station and a certificate in the form attached hereto to the effect that all labor used on or for the Project or such Station has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Materialmen and Subcontractors: The Bidder shall pay each Materialman, and each subcontractor, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each Materialman or each subcontractor.

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property: The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owner. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

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

- a. The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.
- b. The Bidder shall so conduct the construction of the Project as to cause the least possible obstruction of public highways.
- c. The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
- d. Temporary water, light, power and other utility service shall be arranged for by the Bidder for construction purposes at its own expense.
- e. The Bidder shall do all things necessary or expedient properly to protect any and all adjacent lines, highways and any and all property of others from damage, and in the event that any such lines, highways or other property are damaged in the course of construction of the Project, the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.
- f. The Project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the Project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the Project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence. The Bidder shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Bidder or any of the Bidder's agents or employees during the control by the Bidder of the Project or any part thereof.
- g. Any and all excess earth, rock, debris, underbrush and other useless material shall be removed by the Bidder from the site of the Project as rapidly as practicable as the work progresses.
- h. Upon violation by the Bidder of any of the provisions of this Section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.
- i. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.
- j. The Bidder will furnish, prior to the commencement, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.
- k. The Contractor is responsible for locating all pipe lines, buried communication or electric lines or other buried property. All damage claims resulting from damage to these facilities will be the responsibility of the Contractor. Before doing any work over, under, or near railroad tracks, or telephone, telegraph, power, sewer, or pile lines, the Contractor shall make, at his own expense, such arrangements for properly securing and protecting them during the progress and until completion of the work in question as shall be satisfactory to the Owners thereof.

- l. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing water from the site of the work and he shall satisfactorily remove the water. No direct payment will be made for the work specified herein, but compensation for the work and all expense incidental thereto will be considered as having been included in the prices stipulated for the respective items involved. It is entirely possible that the right-of-way will not absorb or contain all the excavated material or water removed from the excavation. The Contractor shall make all arrangements and be responsible for the satisfactory disposal of all excavated materials and/or water from pumping or well-point dewatering at his own expense. The Contractor shall be responsible for any damage or loss due to his failure to satisfactorily dispose of such excavated materials and/or water.
- m. The Contractor shall maintain all creeks, streams and ditches on the Owner's right-of-way, on highway or street rights-of-way, and on adjacent property such that normal drainage is not adversely affected at any time. Any fill or bridging that is installed to facilitate the movement of equipment shall be removed immediately at the Contractor's expense, if in the opinion of the Engineer, the normal drainage is adversely affected.
- n. Prior to completion of construction, the Contractor shall clean and smooth all rutted and scarred areas, rebuild stream and road crossings and damaged area as directed by the Owner of his representative.
- o. The Contractor agrees to indemnify and save harmless the Owner and Engineer from all claims, actions or causes of action, including attorney fees for all deaths or accidents resulting to employees of the Contractor or its Subcontractors in the work contemplated and done under this contract and to indemnify and save harmless the Owner and its agents for any claims, actions, or causes of action, including attorney fees, for deaths and/or injuries (including property damage) resulting to a third person, or persons who may be damaged by said Contractor, its Subcontractors, its agents, servants, or employees as a result of the performance of any work under this contract, and the Contractor further agrees to indemnify and save harmless the Owner and Engineer from any and all claims of whatsoever kind and whensoever arising from doing said work whether filed against the Owner, Engineer or the Contractor or its Subcontractors, regardless of the nature thereof, except as preciously set out in this contract.

Section 2. Insurance: The Bidder shall take out and maintain throughout the construction period insurance in the following minimum requirements:

- a. Workmen's compensation insurance covering all employees in statutory limits who perform any of the obligations assumed by the Bidder under the Contract.
- b. Public liability and property damage liability insurance covering all operations under the Contract: limits for bodily injury or death not less than \$1,000,000 for each occurrence; for property damage, not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate for accidents during the policy period.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 per person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.
- d. Builders Risk insurance coverage to cover damage to materials and equipment on site in an amount not less than \$1,000,000.00.

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsections b and c of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price.

The Owner shall be named as *Additional Insured* on all policies of insurance in subsection "b" and "c" of this section. The successful Bidder shall furnish a certificate evidencing compliance with the foregoing requirements.

Section 3. Delivery of Possession and Control to Owner:

- a. Upon written request of the Owner, the Bidder shall deliver to the Owner full possession and control of any portion of the Project provided the Bidder shall have been paid at least ninety percent (90%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the Project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such portion of the Project so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 6 hereof.
- b. Where the construction of a Station as hereinbefore defined in Article II, Section 1c and Article III, Section 1c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Station upon the issuance by the Engineer of a written statement that the Station has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Station to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1f hereof with respect to such Station so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 6 hereof.

Section 4. Assignment of Guarantees: All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default: If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Engineer shall be made by the Bidder or its Surety or Sureties, the Owner may take over the construction of the Project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event, the Owner may take possession of and utilize, in completing the construction of the Project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the Project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.

Section 2. Liquidated Damages: The time of the Completion of Construction of the Project is of the essence of the Contract. Should the Bidder neglect, refuse or fail to complete the construction within the time herein agreed upon, after giving effect to extensions of time, if any, herein provided, then, in that event and in view of the difficulty of estimating with exactness damages caused by such delay, the Owner shall have the right to deduct from and retain out of such monies which may be then due, or which may become due and payable to the Bidder the sum of ONE THOUSAND dollars (**\$1,000.00**) per day for each and every day that such construction is delayed on its completion beyond the specified time, as liquidated damages and not as a penalty; If the amount due and to become due from the Owner to the Bidder is insufficient to pay in full any such liquidated damages, the Bidder shall pay to the Owner the amount necessary to effect such payment in full: Provided, however, that the Owner shall promptly notify the Bidder in writing of the manner in which the amount retained, deducted or claimed as liquidated damages was computed.

Section 3. Cumulative Remedies: Every right or remedy herein conferred upon or reserved to the Owner shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the Project within the time herein agreed upon.

ARTICLE VI--MISCELLANEOUS

Section 1. Definitions:

- a. The term "Owner" shall mean the City and its duly authorized representatives.
- b. The term "Engineer" shall mean the engineer employed by the Owner for the construction of the Project, and said Engineer's duly authorized assistants and representatives.
- c. The term "Project" shall mean the substations or other major facilities described in the Plans, Specifications for Construction, and Construction Drawings.
- d. The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final documents. The term "Completion of Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Materials and Supplies: In the performance of this Contract there shall be used only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States: Provided, that foreign articles, materials or supplies may be used in the event and to the extent that the Owner shall expressly in writing authorize such use. The Bidder agrees to submit to the Owner such certificate or certificates, signed by the Bidder and all subcontractors, with respect to compliance with the foregoing provision as the Owner from time to time may require.

Section 3. Patent Infringement: The Bidder shall save harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the Project.

Section 4. Permits for Explosives: All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the Project shall be obtained by and at the expense of the Bidder.

Section 5. Compliance with Statutes and Regulations: The Bidder shall comply with all applicable statutes, ordinances, rules, and regulations pertaining to the work. The Bidder acknowledges that it is familiar with the so-called "Kick-Back" Statute (48 Stat. 948), and regulations issued pursuant thereto, and 18 U.S.C. "287, 1001, as amended. The Bidder understands that the obligations of the parties hereunder are subject to the applicable regulations and orders of Governmental Agencies having jurisdiction in the premises.

Section 6. Equal Opportunity Provisions:

- a. The Bidder represents that it is familiar with the Equal Employment Opportunity Employer Information Report EEO-1, Standard Form 100 required of certain contractors subject to Executive Order 11246, dated September 24, 1965, and further represents by checking in the appropriate box below, that:

It has (x), does not have (), 50 or more employees, and if it has, that

It has (x), has not (), submitted a report on Standard Form 100 for the current reporting year.

The Bidder agrees that if it has not submitted a report on Standard Form 100 for the current reporting year and it has 50 or more employees and this contract will amount to \$50,000 or more (\$100,000 or more if solely for materials and supplies), it will furnish such a report in quadruplicate with the executed contract if this proposal is accepted.

b. During the performance of this Contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. 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 Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.*
- (5) The Bidder will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations and orders of the said Committee, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.
- (7) The Bidder will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however**, that in the event a Bidder becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

***NOTE:** Executive Orders Nos. 10925 and 11114 have been superseded by Executive Order No. 11246 of September 24, 1965, under which certain functions of the President's Committee on Equal Employment Opportunity are transferred to the Secretary of Labor, and which contains the following provision in Section 403 thereof: "(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instruction, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order."

c. The provisions of this equal opportunity clause are not applicable to any contract or subcontract for construction work

not exceeding \$10,000, or any materials contract or purchase order not exceeding \$100,000.

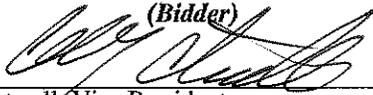
Section 7. Franchises: The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; or any agreements between the Owner and third parties with respect to any matters incident to the construction and operation of the Project.

Section 8. Non-assignment of Contract: The Bidder shall perform directly and without subcontracting not less than twenty-five per centum (25%) of the construction of the Project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety and Sureties on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.

Section 9. Extension to Successors and Assigns: Each and all of the covenants and agreements herein shall extend to and be binding upon the successors and assigns of the parties hereto.

Section 10. Contractor: Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

Capital Electric Line Builders, Inc.

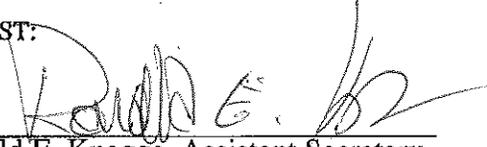
By: 
Colby Atwell, Vice President

4400 Mattox Road

Riverside, Missouri 64150

(Address)

ATTEST:


Ronald E. Knaggs, Assistant Secretary

Date 4-22-15

CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - LINE CHANGES

Section 1 - NEW CONSTRUCTION ASSEMBLY UNITS

UNIT NO.	NO. OF UNITS	LABOR (\$)			
		Labor	Materials	Unit Price	Extended Price
Poles:					
40-1	1	\$1,403.00	\$0	\$1,403.00	\$1,403.00
40-2	1	\$1,403.00	\$0	\$1,403.00	\$1,403.00
45-1	1	\$1,486.00	\$0	\$1,486.00	\$1,486.00
45-2	1	\$1,486.00	\$0	\$1,486.00	\$1,486.00
50-1	2	\$1,486.00	\$0	\$1,486.00	\$2,972.00
50-3	1	\$1,486.00	\$0	\$1,486.00	\$1,486.00
55-1	1	\$1,486.00	\$0	\$1,486.00	\$1,486.00
55-H1	1	\$1,486.00	\$0	\$1,486.00	\$1,486.00
60-1	3	\$1,651.00	\$0	\$1,651.00	\$4,953.00
65-1	1	\$1,733.00	\$0	\$1,733.00	\$1,733.00
65-H1	2	\$1,733.00	\$0	\$1,733.00	\$3,466.00
65-H2	6	\$1,733.00	\$0	\$1,733.00	\$10,398.00
65-H3	1	\$1,733.00	\$0	\$1,733.00	\$1,733.00
70-1	1	\$1,816.00	\$0	\$1,816.00	\$1,816.00
70-H1	2	\$1,816.00	\$0	\$1,816.00	\$3,632.00
70-H3	1	\$2,641.00	\$0	\$2,641.00	\$2,641.00
80-H2	1	\$2,889.00	\$0	\$2,889.00	\$2,889.00
80-H4	1	\$2,971.00	\$0	\$2,971.00	\$2,971.00
85-H3	1	\$3,054.00	\$0	\$3,054.00	\$3,054.00
85-H4	1	\$3,136.00	\$0	\$3,136.00	\$3,136.00
D-FT-18	1	\$38,416.00	\$0	\$38,416.00	\$38,416.00
D-FT-21	1	\$36,288.00	\$0	\$36,288.00	\$36,288.00
D-FT-24	1	\$28,840.00	\$0	\$28,840.00	\$28,840.00
SSDE18	1	\$5,612.00	\$0	\$5,612.00	\$5,612.00
SSDE21	1	\$1,981.00	\$0	\$1,981.00	\$1,981.00
SSRC24	1	\$3,962.00	\$0	\$3,962.00	\$3,962.00

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - LINE CHANGES (Continued)

Section A & C - NEW CONSTRUCTION ASSEMBLY UNITS (Continued)

UNIT NO.	NO. OF UNITS	LABOR (\$)			
		Labor	Materials	Unit Price	Extended Price
Single-phase Assem:					
A5.01	12	\$140.00	\$0	\$140.00	\$1,680.00
A5.21	1	\$347.00	\$0	\$347.00	\$347.00
Three-phase Assem:					
C1.74LF	1	\$413.00	\$0	\$413.00	\$413.00
C1.75LF	14	\$693.00	\$0	\$693.00	\$9,702.00
C1.75LFX	19	\$710.00	\$0	\$710.00	\$13,490.00
C2.53L	1	\$924.00	\$0	\$924.00	\$924.00
C2.75LF	6	\$924.00	\$0	\$924.00	\$5,544.00
C2.75LFX	7	\$858.00	\$0	\$858.00	\$6,006.00
C2.9N	1	\$413.00	\$0	\$413.00	\$413.00
C5.2	3	\$124.00	\$0	\$124.00	\$372.00
C5.74LF	9	\$1,354.00	\$0	\$1,354.00	\$12,186.00
C5.75LF	4	\$1,354.00	\$0	\$1,354.00	\$5,416.00
C5.75LFX	12	\$1,337.00	\$0	\$1,337.00	\$16,044.00
C5.76LF	5	\$1,387.00	\$0	\$1,387.00	\$6,935.00
C5.76LFX	6	\$1,354.00	\$0	\$1,354.00	\$8,124.00
C6.74LF	1	\$1,849.00	\$0	\$1,849.00	\$1,849.00
C6.75LF	4	\$1,948.00	\$0	\$1,948.00	\$7,792.00
C6.75LFX	3	\$1,915.00	\$0	\$1,915.00	\$5,745.00
C6.76LF	2	\$1,997.00	\$0	\$1,997.00	\$3,994.00
C6.76LFX	1	\$1,964.00	\$0	\$1,964.00	\$1,964.00

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - LINE CHANGES (Continued)

Section D, E, F & G - NEW CONSTRUCTION ASSEMBLY UNITS (Continued)

UNIT NO.	NO. OF UNITS	LABOR (\$)			
		Labor	Materials	Unit Price	Extended Price
Conductor Assem:					
D#.646 OPGW	3.694	\$677.00	\$0	\$677.00 M-FT.	\$2,500.84
D#1/0 ALTP	0.064	\$5,282.00	\$0	\$5,282.00 M-FT.	\$338.05
D#1/0 ACSR	0.212	\$3,962.00	\$0	\$3,962.00 M-FT.	\$839.94
D#4 ALTP	0.136	\$4,622.00	\$0	\$4,622.00 M-FT.	\$628.59
D#4/0 ACSR	1.452	\$3,054.00	\$0	\$3,054.00 M-FT.	\$4,434.41
D#477 ACSR	34.479	\$1,238.00	\$0	\$1,238.00 M-FT.	\$42,685.00
D#5/16" STEEL	0.161	\$7,428.00	\$0	\$7,428.00 M-FT.	\$1,195.91
Guys & Anchors:					
E1.1H	58	\$314.00	\$0	\$314.00	\$18,212.00
E1.1L	6	\$347.00	\$0	\$347.00	\$2,082.00
E1.4L	24	\$479.00	\$0	\$479.00	\$11,496.00
E1.5	135	\$74.00	\$0	\$74.00	\$9,990.00
TG-15B	1	\$924.00	\$0	\$924.00	\$924.00
F2.20	25	\$248.00	\$0	\$248.00	\$6,200.00
F2.30	15	\$264.00	\$0	\$264.00	\$3,960.00
Transformer Assem:					
G1.2-	1	\$578.00	\$0	\$578.00	\$578.00
G1.2-1.5	1	\$660.00	\$0	\$660.00	\$660.00
G1.4-15	1	\$792.00	\$0	\$792.00	\$792.00
G1.4-25	2	\$792.00	\$0	\$792.00	\$1,584.00
G3.1-	1	\$1,981.00	\$0	\$1,981.00	\$1,981.00
G3.3-	1	\$1,981.00	\$0	\$1,981.00	\$1,981.00

DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS - LINE CHANGES (Continued)

Section H, J, M, N, O, T & Y - NEW CONSTRUCTION ASSEMBLY UNITS (Continued)

UNIT NO.	NO. OF UNITS	LABOR (\$)			
		Labor	Materials	Unit Price	Extended Price
Ground Assem:					
H5.1	30	\$248.00	\$0	\$248.00	\$248.00
M2-1X	15	\$413.00	\$0	\$413.00	\$413.00
Secondary Assem:					
J1.1	3	\$74.00	\$0	\$74.00	\$222.00
J2.1	26	\$74.00	\$0	\$74.00	\$1,924.00
Miscellaneous Assem:					
M3-53	9	\$413.00	\$0	\$413.00	\$3,717.00
M26-5	9	\$124.00	\$0	\$124.00	\$1,116.00
N5.1	15	\$149.00	\$0	\$149.00	\$2,235.00
N6.1	3	\$231.00	\$0	\$231.00	\$693.00
OPT-D	26	\$132.00	\$0	\$132.00	\$3,432.00
TM-4E	4	\$182.00	\$0	\$182.00	\$728.00
TM-6A	19	\$33.00	\$0	\$33.00	\$627.00
TM-9B	1	\$182.00	\$0	\$182.00	\$182.00
TM-124T	2	\$2,047.00	\$0	\$2,047.00	\$4,094.00
1/2-TM-124T	1	\$1,238.00	\$0	\$1,238.00	\$1,238.00
TM-124TD	3	\$1,568.00	\$0	\$1,568.00	\$4,704.00
1/2-TM-124TDS(LESS S/B)	1	\$1,403.00	\$0	\$1,403.00	\$1,403.00
TMF-4B	17	\$347.00	\$0	\$347.00	\$5,899.00
TMF-4C(TYPE 1)	1	\$396.00	\$0	\$396.00	\$396.00
TMF-112T	1	\$528.00	\$0	\$528.00	\$528.00
TMF-112TD	2	\$644.00	\$0	\$644.00	\$1,288.00
TM-FS	4	\$3,494.00	\$0	\$3,494.00	\$3,494.00
TP-69G	1	\$2,063.00	\$0	\$2,063.00	\$2,063.00
Y3.4	1	\$3,142.26	\$0	\$3,142.26	\$3,142.26

**CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD**

EXCEPTIONS

Exceptions that the Bidder takes to the attached specifications, and/or alternates shall be listed here. The Bidder shall also clearly indicate if there are no exceptions.

**CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD**

LIST OF ASSEMBLIES WITHOUT DRAWINGS

C1.11X	reference	C1.11	less	neutral
C1.41LX	reference	C1.41LF	less	neutral
C2.52X	reference	C2.52	less	neutral
C2.53LX	reference	C2.53L	less	neutral
C2.53X	reference	C2.53L	less	neutral
C3.1X	reference	C3.1	less	neutral
C4.1X	reference	C4.1	less	neutral
C5.1X	reference	C5.1	less	neutral
C5.741FX	reference	C5.74LF	less	neutral
C6.21X	reference	C6.21X	less	neutral
F1.20	reference	F1.12	with	20,000 # anchor
F2.20	reference	F2.12	with	20,000 # anchor
F2.30	reference	F2.12	with	30,000 # anchor

SPECIFICATIONS FOR CONSTRUCTION

- Section 1. Scope of Work:** The work covered by this Proposal embraces the complete construction of work, as specified herein, any omissions or discrepancies notwithstanding. All material furnished by the Bidder shall be new and in conformance with the Specifications for Construction. All construction work shall be done in a thorough and workmanlike manner in accordance with the Plans, Specifications for Construction and Construction Drawings. Deviations from the Plans, Specifications for Construction, and Construction Drawings shall not be permitted except upon the written permission of the Owner given with the approval of the Engineer.
- Section 2. Materials:** It is the intent of these specifications that materials and supplies provided by the Contractor for the project be in accordance with the North American Free Trade Agreement and all applicable laws. Furthermore, materials provided shall be as specified herein, on the drawings and in the Materials List or shall be as approved by the Engineer to be equal to that specified herein.
- Section 3. Drawings:** The Drawings and Specifications collectively, show the specifications of the material and equipment shown thereon, and include schedules of conduit, cable and other items not readily ascertained from the picture drawings. Such schedules show the quantities, sizes, types and other pertinent information; method of installation, and construction details are indicated clearly. The drawings and specifications in the attached List of Drawings are made a part of these Contract Specifications.
- Section 4. Description of Construction Units:** Each Construction Unit consists of a complete installation of the designated portion of a substation or switching station. Each Construction Unit represents all labor and material including necessary accessories completely installed and tested in satisfactory operation. Full identification of each Construction Unit and all necessary specifications of the installation shall be shown on the drawings.

Items of material in each Construction Unit shall be of the designated size, rating or other specification in accordance with the drawings. The bill of material drawing for each station should contain adequate identification of the Construction Units under which the material is to be installed and should show what items of material may be partly or entirely found in the lists of Owner Furnished Materials. The cost of Owner Furnished Materials shall be included in the material price of each respective assembly unit.

ACCEPTANCE

The Owner hereby accepts the foregoing Proposal of the Bidder, **CAPITAL ELECTRIC LINE BUILDERS, INC.** for the construction of the following distribution lines or other major facilities:

<u>CITY OF COFFEYVILLE SANTA FE TRIPLE CIRCUIT REBUILD</u>	\$ <u>467,620.00</u>
	\$ _____
	\$ _____
The Total Contract Price is	\$ <u>467,620.00</u>

CORPORATE SEAL

CITY OF COFFEYVILLE, KANSAS

By _____

ATTEST:

CAPITAL ELECTRIC LINE BUILDERS, INC.

Contractor

By _____

ATTEST:

Secretary

MAY 12, 2015

Date of Contract

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each bond must be a responsible surety company, which is qualified to do business in Kansas and satisfactory to the City of Coffeyville, Kansas.
2. The name, including full Christian name and residence of each individual party to the bond, shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts, or New Hampshire, an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Kansas Resident Agent of the surety company.
3. If the principals are partners, their individual names will appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place attesting the signature of each individual party to the bond.
5. If the principal or surety is a corporation, the name of the State in which such Corporation is incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be attested by the Secretary or Assistant Secretary. In lieu of the above, there may be attached to the bond, copies of so much of the record of the corporation as will show the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the Contract in connection with which it is given.
8. Amounts of bonds shall be as set forth in these specifications.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

CAPITAL ELECTRIC LINE BUILDERS, INC.

(Name of Contractor)

4400 MATTOX ROAD, RIVERSIDE, MO 64150

(Address of Contractor)

a, _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF COFFEYVILLE

(Name of Owner)

11 EAST SECOND, SUITE B (P. O. BOX 1629), COFFEYVILLE, KANSAS 67337

(Address of Owner)

hereinafter called OWNER, in the penal sum of FOUR HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED TWENTY AND NO/100 Dollars, (\$ 467,620.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 12TH day of MAY, 20 15, a copy of which is hereto attached and made a part hereof for the construction of:

SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **three** counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

(SEAL)

(Principal)

By: _____

ATTEST:

(Secretary to Principal)

(Address)

(Witness as to Principal)

(Address)

(SEAL)

(Surety)

By: _____

ATTEST:

(Attorney-in-Fact)

(Secretary to Surety)

(Address)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CITY OF COFFEYVILLE, KS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

CAPITAL ELECTRIC LINE BUILDERS, INC.

(Name of Contractor)

4400 MATTOX ROAD, RIVERSIDE, MO 64150

(Address of Contractor)

a, _____ hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

CITY OF COFFEYVILLE

(Name of Owner)

11 EAST SECOND, SUITE B (P. O. BOX 1629), COFFEYVILLE, KANSAS 67337

(Address of Owner)

hereinafter called OWNER, in the penal sum of FOUR HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED TWENTY AND NO/100 Dollars, (\$ 467,620.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 12TH day of MAY, 20 15, a copy of which is hereto attached and made a part hereof for the construction of:

SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in **three** counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

(SEAL)

(Principal)

By: _____

ATTEST:

(Secretary to Principal)

(Address)

(Witness as to Principal)

(Address)

(SEAL)

(Surety)

By: _____

(Attorney-in-Fact)

ATTEST:

(Secretary to Surety)

(Address)

(Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CITY OF COFFEYVILLE, KS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

NOTICE OF AWARD

TO: CAPITAL ELECTRIC LINE BUILDERS, INC.
4400 MATTOX ROAD
RIVERSIDE, MO 64150

PROJECT DESCRIPTION:

CITY OF COFFEYVILLE, KANSAS SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

The OWNER has considered the BID submitted by you for the above described WORK in response to its Invitation to Bid dated APRIL 22, 2015 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of FOUR HUNDRED SIXTY SEVEN THOUSAND SIX HUNDRED TWENTY AND NO/100 Dollars \$467,620.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 12TH day of MAY, 2015.

CITY OF COFFEYVILLE, KANSAS

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____
this the _____ day of _____, 20____.

By _____

Title _____

NOTICE TO PROCEED

TO: CAPITAL ELECTRIC LINE BUILDERS, INC.
4400 MATTOX ROAD
RIVERSIDE, MO 64150

DATE: MAY 12TH, 2015
PROJECT: CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

You are hereby notified to commence WORK on the **CITY OF COFFEYVILLE, KANSAS SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A**, in accordance with the Acceptance dated _____, on or before _____, 20 _____, and you are to complete the WORK within **SEVENTY-FIVE (75)** calendar days (excluding Sundays) thereafter. The date for completion of the above project is therefore _____.

*See Article II – Construction, page 9.

CITY OF COFFEYVILLE, KANSAS

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____
this _____ day of _____, 20_____.

By _____

Title _____

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned _____ has
Name of Manufacturer, Materialman or Subcontractor

furnished to _____ the following:
Name of Contractor

_____ for use in the construction of a project belonging to the
Kind of Material and Services Furnished

_____ and,
CITY OF COFFEYVILLE, KANSAS
Name

designated as _____
SANTA FE TRIPLE CIRCUIT REBUILD, CONTRACT CVE-2014A
Project

NOW, THEREFORE, the undersigned, _____,
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ _____ (\$ _____), and other good and
valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to
or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or
materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said _____

_____ for said project.
Name of Contractor

Given, under my (our) hand(s) and seal(s), this _____ day of _____, 20 _____.

Name of Manufacturer, Materialman or Subcontractor

By: _____

*President, Vice President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the
foregoing in favor of the signer. (Use designation applicable.)*

CERTIFICATE OF CONTRACTOR

_____, certifies that he is the

_____ of _____,
Title of Office *Name of Contractor*

the Contractor, in a Construction Contract No. CVE-2014A dated MAY 12, 2015, entered into between the Contractor and the CITY OF COFFEYVILLE, KANSAS, the Owner, for the construction of a Project, which bears the Designation SANTA FE TRIPLE CIRCUIT REBUILD; and that he is authorized to and does make this certificate on behalf of said Contractor in order to induce the Owner to make payment to the Contractor, in accordance with the provisions of the said Construction Contract.

Undersigned further says that all persons who have furnished labor in connection with said construction have been paid in full at hourly wage rates not less than those, if any, set forth in the contract; that the names of all manufacturers, Materialmen and subcontractors that furnished any material or services or both in connection with such construction and the kind or kinds of material or services or both so furnished are:

NAME	KIND OF MATERIAL AND SERVICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and that the Contractor has delivered to the Owner duplicate releases of liens executed by all such manufacturers, Materialmen and subcontractors.

_____ *Date* _____ *Signature*

CERTIFICATE OF COMPLETION - CONTRACT CONSTRUCTION

I, the undersigned Architect or Engineer of the following project, do hereby certify that:

1. The construction provided for pursuant to Construction Contract No. CVE-2014A,
dated MAY 12, 20 15, including all approved amendments, between
THE CITY OF COFFEYVILLE, KANSAS, ("Owner") and
_____, ("Contractor")

has been completed as of _____, 20____, and is in compliance with the provisions of the Construction Contract, including all plans, specifications, maps, and drawings and all modifications thereof.

2. Payment in full has been made to all persons who have furnished labor for the project.
3. The Contractor has obtained valid releases of lien from all manufacturers, material suppliers, and subcontractors furnishing services or materials which were employed by the Contractor in the performance of the Construction Contract, and that such releases have been delivered by the Contractor to the Owner.
4. If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of all work performed in accordance with the Construction Contract.
5. If applicable, the staking sheets and tabulation of staking sheets upon which the Final Inventory is based show the accurate location, number, and kind of all units of construction of the project and show all work performed in accordance with the Construction Contract.
6. All defects in workmanship and materials reported during the period of construction of the project have been corrected.
7. The total cost of the project as completed is _____ dollars
(\$ _____).

Dated this _____ day of _____, 20_____.

ALLGEIER, MARTIN and ASSOCIATES, INC.
Name of Architect or Engineer

By _____

PROJECT MANAGER/ENGINEER
Title

CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

**CERTIFICATE OF COMPLETION
CONTRACT CONSTRUCTION**
(continued)

We, the undersigned Owner and Contractor, do hereby certify that:

1. *The project has been completed in accordance with the provisions of the Construction Contract, dated*
 MAY 12 , 20 15, *provided, however, that acceptance of the project by the Owner shall not be deemed to relieve the Contractor of its obligations contained in the Construction Contract with respect to defective workmanship or, materials discovered within one year after the date of completion.*

2. *If applicable, the Final Inventory attached hereto and made a part hereof is a complete and accurate summary of all units of construction in the project and of work performed in accordance with the Construction Contract.*

CITY OF COFFEYVILLE, KANSAS

Owner

By _____

Mayor

Name of Contractor

By _____

Title

Date

Date

CITY OF COFFEYVILLE, KANSAS
SANTA FE TRIPLE CIRCUIT REBUILD
CONTRACT CVE-2014A

PROCESS AGENTS FOR NON-RESIDENT CONTRACTORS

The provisions of K.S.A. 16-113 and K.S.A. 16-114 of Kansas Statutes shall apply to this contract. These sections are as follows:

1. **K.S.A. 16-113:** Appointment of process agent by non-resident contractor. (a) Whenever the state or any political subdivision of the state, or any agency or instrumentality thereof, enters into a contract with any person who is not a resident of this state for the construction of any public improvement to be paid for by public funds, such person shall appoint in writing, as such person's agent, a resident of the county where the public improvement is to be constructed. Process for such person may be served on such agent in any civil action which arises out of the contract and in which the state, political subdivision, agency or instrumentality is a plaintiff. The appointment of such agent shall be filed with the clerk of the district court in the county where the public improvement is to be constructed. No person required to appoint such an agent shall receive public monies pursuant to such person's contract until the appointment has been made and filed as required by this section.

(b) As used in this section, "person" means any individual, partnership or unincorporated association.
2. **K.S.A. 16-114:** Any person or corporation which shall violate any of the provisions of this act shall be guilty of a misdemeanor and upon conviction shall be fined in any sum not more than one thousand dollars (\$1,000.00).

APPOINTMENT OF PROCESS AGENT*

_____, of _____, as Contractor, having entered into written agreement, dated _____, 20 ____, for construction of certain public work described as: **CITY OF COFFEYVILLE, KANSAS –SANTA FE TRIPLE CIRCUIT REBUILD - CONTRACT CVE-2014A** for **THE CITY OF COFFEYVILLE, KANSAS**, Owner, does hereby appoint _____, whose address is _____, as process agent, in compliance with the requisites of K.S.A. 16-113 and K.S.A. 16-114.

Duly executed this _____ day of _____, 20____.

CONTRACTOR: CAPITAL ELECTRIC LINE BUILDERS, INC.

ADDRESS: 4400 MATTOX ROAD
RIVERSIDE, MO 64150

BY: _____

TITLE: _____

***NOTE:** Any Contractor awarded the foregoing contract, whose resident or whole principal place of business is outside of the county in which the work is located, shall execute this document in six (6) copies, all considered originals. **Contractor shall file one (1) copy with the Clerk of District Court of the county in which the work is to be performed.**