

**Administration**  
Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**  
Sam Kelley – Ward 1  
Fred Stottlemire – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

## **Request for Proposal**

**City of Houston, Missouri**

### **Trenching Contractor Needed**

#### **Invitation for Bids:**

Sealed Responses due by 12:00 pm CST, Friday, August 30th, 2024 and will be received by the City Clerk's Office. Work to commence as soon as bids are approved by Board of Alderman. Please include the date you intend to start work. An estimated time of completion is required with each bid. Bids must be clearly readable and must be provided in electronic or hard copy format.

To:

Heather Sponsler

City Clerk

601 S Grand Ave

Houston, MO 65483

Telephone: 417.967.3348

Email: [hsponsler@houstonmo.org](mailto:hsponsler@houstonmo.org)

#### **Background:**

The City of Houston, Missouri is a small municipality in Texas County, Missouri with a population of approximately 2,000. The City of Houston, Missouri began the buildout for its Fiber to the Home program in 2020. The city's fiber system is designed to accommodate over 1,200 households/businesses. The City of Houston, Missouri has contracted with ACRS Engineering in Oklahoma City, Oklahoma to engineer the buildout.

#### **Summary of Proposal:**

The City of Houston, Missouri is seeking bids for a trenching contractor for its FTTH (Fiber to the Home) project. Two bids are listed that include various line items that are to be completed in a timely manner. The chosen contractor will work closely with the City of Houston Fiber Department and coordinate all work being performed. All engineering changes and/or questions shall be coordinated between the contractor, City of Houston, and ACRS Engineering. The City of Houston Fiber Department

**Administration**  
Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**  
Sam Kelley – Ward 1  
Fred Stottlemire – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

requires written notice of any requested engineering changes by the chosen contractor. Redline changes shall be submitted in writing to ACRS Engineering and City of Houston Fiber Department. Construction prints are required to be clearly marked with any proposed changes if needed. Materials will be provided by the City of Houston, Missouri. The chosen contractor shall be escorted to/from the materials shed. The contractor is responsible for providing inventoried counts of materials in writing after each visit from the materials shed. The City of Houston Fiber Department shall be notified of all materials taken from the materials shed and shall be notified if material replenishments are needed. A weekly summary of work performed is required to be submitted in writing to the City of Houston Fiber Department.

**Proposed Bids Requested:**

**Bid # 1 – Underground Trenching Drops – Shall include the following:**

- Bids shall include the following locations (21 Count): 989 Indian Creek Trail, 906 West Spruce Street, 1084 North Industrial Drive, 112 West Spruce Street, 1213 South Sam Houston Blvd (Taco Bell), 503 Holder Drive (Stratagen Hobbies), 1075 Opportunity Circle (Penmac), 1403 Cherokee Circle, 1092 North Industrial Drive, 1116 East Crest Drive, 1404 Cherokee Circle, 1400 Cherokee Circle, 7805 Westwood Drive 1591 North Hwy 63 Suite F (Missouri Department of Motor Vehicles), 1105 Ozark Drive, 1345 East Crest Drive, 422 Hawthorn (Houston United Methodist Church), 1476 South Sam Houston Blvd (Bomgaars), 1597 North Hwy 63 (Southeast Behavior Health), 1224 West Crest Drive, 519 North Grand (Texas County Justice Center).
- 1 1/4" (recommended requirement) duct shall be run from city-owned utility poles and shall be secured on both the utility and home/business owner side. The duct materials shall be provided by the contractor.
- Recommended burial underground depth shall be 18" to 36".
- Engineering schematics must be followed; however, changes may need to be made to accommodate each micro duct drop due to unforeseen issues such as lay of the land, trees, fences, sheds, etc.
- Vibratory plowing and/or boring is recommended. Some locations may require directional boring to accommodate for city streets, parking lots, etc.
- Each location shall be seeded and strawed as necessary.
- Tracer wire and pull string is required in each duct.
- The contractor is required to coordinate all utility locates.

**Administration**

Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**

Sam Kelley – Ward 1  
Fred Stottlemyre – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

**Bid # 2 - Individualized Trenching Drops - Shall include the following:**

- A price per individualized drop shall be provided for additional/future locations that may require buried services. Each location may vary significantly geographically. These locations will be handled on a feasibility basis.
- 1 1/4" (recommended requirement) duct shall be run from city-owned utility poles and shall be secured on both the utility and home/business owner side. The duct materials shall be provided by the contractor.
- Recommended burial underground depth shall be 18 to 36".
- Engineering schematics must be followed; however, changes may need to be made to accommodate each micro duct drop due to unforeseen issues such as lay of the land, trees, fences, sheds, etc.
- Vibratory plowing and/or boring is recommended. Some locations may require directional boring to accommodate for city streets, parking lots, etc.
- Each location shall be seeded and strawed as necessary.
- Tracer wire and pull string is required in each duct.
- The contractor is required to coordinate all utility locates.

**Administration**  
Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**  
Sam Kelley – Ward 1  
Fred Stottlemire – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

## **Insurance**

The Contractor shall provide and maintain at all times during the term of this Contract all insurance required under this paragraph and provide the City with Certificates of Insurance verifying that the policy or policies are in full force and effect and that the same will not be altered, amended, or terminated without thirty (30) days prior written notice having been given to the City; and such insurance has been approved by the City. Said insurance shall specifically name the City of Houston as an insured party under said policies and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to carry on such business in the State of Missouri.

6.1 Worker's Compensation Insurance – Statutory amount.

6.2 Liability Insurance – Minimum limits as follows:

a. Comprehensive General Liability Insurance for bodily injury and property damage combined single limit: \$1,000,000 each occurrence and \$2,000,000 aggregate.

b. Auto and Truck Liability Insurance covering all owned, hired, and non-owned vehicles for bodily injury and property damage: \$1,000,000 each occurrence and \$2,000,000 aggregate.

## **Indemnity**

Indemnification of City Against Liability - The Contractor shall indemnify and save harmless the City of Houston, its officers, agents and employees, from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of any act or omission of the Contractor in the performance of work under this agreement.

## **Laws to be Observed**

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, orders, decrees and regulations now existing or enacted subsequent to the execution of the Contract which, in any manner, affects the prosecution of the work, at no additional cost to its customers in the City.

The Contractor and his surety shall indemnify and save harmless the City and all of its officers, representatives, agents, and employees against any claim or liability arising from, or based upon the violation of any such law, ordinance, regulation, order, or decree.

The Contractor shall procure all permits and licenses; shall pay all charges and fees; and shall give all notices necessary and incidental to the due and lawful prosecution of the work.

**Administration**  
Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**  
Sam Kelley – Ward 1  
Fred Stottlemire – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

### **Liquidated Damages**

A penalty of \$750 will be imposed for each calendar day that work is not completed by the contractor's estimated date of completion. The Contractor shall notify the City immediately and as soon as it becomes evident that work will not be completed by the estimated completion date. The Contractor shall not be so penalized as hereinabove provided if such failure shall be caused by fire, riots, strikes, extremely severe weather making streets and highways impassable, civil commotion or Acts of God.

In the event any of the above incidents occur, it shall be incumbent on the Contractor to notify the City immediately that work has been cancelled for that day.

### **Extension of Service**

Service shall be extended to all new or additional dwelling units and commercial businesses immediately upon request for service. The Contractor shall provide this extension of service for the same unit price as specified on the Bid Sheet.

### **City's Right to Terminate Contract**

If the Contractor fails or refuses in any manner to fully perform his duties and obligations and carry out each and every term, covenant, and condition of the Contract, he shall be in default by the City. If the Contractor fails to correct such default within the time required by such notice, the City may, at its option, terminate and cancel the Contractor and, at the expense of the Contractor's surety, complete the Contract, or cause the same to be completed.

Such termination shall not affect or terminate any of the rights of the City against the Contractor or his surety then existing or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the City under the law.

In the event that the Contractor shall become insolvent or shall become the subject of a proceeding in bankruptcy or shall become the subject of any proceeding for the appointment of a receiver, or in the event of any assignment by the Contractor for the benefit of its creditors, or the taking of its trucks, equipment, vehicles, and other facilities used in connection with the performance of the work under any execution, in such events, the City may at its option upon five (5) days written notice, declare the Contractor to be in breach of its agreement and the City may terminate the Contract and at the expense of the Contractor's surety, complete the Contract or cause same to be completed, and in addition the City shall be entitled to recover damages and take such actions and seek such other remedies as may be permitted by law.

**Administration**

Victoria Narancich – Mayor  
Lloyd Wells – City  
Administrator  
Heather Sponsler – City Clerk



*City of Houston*

601 South Grand Avenue  
Houston, Missouri 65483  
Phone: (417) 967-3348  
Fax: (417) 967-4252  
[www.houstonmo.org](http://www.houstonmo.org)

**Board of Alderman**

Sam Kelley – Ward 1  
Fred Stottlemire – Ward 1  
Tim Ceplina – Ward 2  
Sheila Walker – Ward 2  
Don Romines – Ward 3  
Angie Gettys – Ward 3

**Authority of the City**

The City shall, in all cases, determine any and all questions which may arise concerning the manner or performance of all work; the interpretation of all contract provisions; the acceptable fulfillment of the contract in all respects; the proper compensation for the performance or breach of the Contract (including any supplementary agreement or change order), or otherwise; and its estimates and decisions shall be final, binding and conclusive upon all parties hereto

**Supervision**

- a. The Contractor shall have a supervisor in charge of operations who shall visit or be available to the City each day, Saturdays and Sundays excluded, for the purpose of receiving information on complaints which shall be corrected promptly and on the same day, unless more time is allowed by the City.
- b. The City Administrator or their designee shall be the City's representative in seeing that all contract obligations are complied with