

2L. Consideration of adopting Resolution 2023-03 accepting improvements and authorizing final payment of \$63,419.15 to MP Nexlevel, LLC for the installation of FiberNet Facilities in the Featherstone 6th development

Prepared by: Project Engineer	Meeting Date: 1/9/2023	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item
Reviewed by: Finance Director	Approved by: City Administrator	

ACTION REQUESTED

Motion to adopt Resolution 2023-03 accepting improvements and authorizing final payment of \$63,419.15 to MP Nexlevel, LLC for installation of FiberNet Facilities in Featherstone 6th development.

REFERENCE AND BACKGROUND

This project extended fiber optic services into Featherstone 6th Addition. Conduit was installed within the developments in the joint trench as part of the development agreement. The project has been completed and the contractor recently submitted the final paperwork listed below. Therefore, the City Council is being asked to accept the project as complete and approve final payment.

The original contract cost was \$77,688.20 but actual quantities were lower than anticipated, which resulted in a lower cost. The following paperwork was recently submitted by the contractor for final payment to be released:

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).

- I. **Budget Impact:** The total construction project cost was \$63,419.15.
- II. **Staff Workload Impact:** Impacts to staff workload will be minimal.
- III. **Comprehensive Plan Impact:** N/A

STAFF RECOMMENDED ACTION

Staff recommends adopting Resolution 2023-03 accepting improvements and authorizing final payment.

SUPPORTING DATA

- A. Resolution 2023-03
- B. Final Pay Invoice

CITY OF MONTICELLO
WRIGHT COUNTY, MINNESOTA

RESOLUTION NO. 2023-03

RESOLUTION ACCEPTING IMPROVEMENTS AND APPROVING FINAL PAYMENT
TO MP NEXLEVEL, LLC FOR THE RELOCATION OF FIBERNET FACILITIES IN
THE FEATHERSTONE 6TH DEVELOPMENT

WHEREAS, pursuant to a written contract with the City of Monticello, on July 11, 2022, MP Nexlevel, LLC, was awarded, by low bid, for the FiberNet installation project within Featherstone Development; and

WHEREAS, the final payment amount of \$63,419.15 is due.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MONTICELLO, MINNESOTA that the work completed under said contract is hereby accepted and approved and that the Mayor and City Clerk are hereby directed to issue a proper order for the final payment on such contract subject to receipt of the following:

- 1) Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134).

ADOPTED BY the Monticello City Council this 9th day of January, 2023.

CITY OF MONTICELLO

Lloyd Hilgart, Mayor

ATTEST:

Jennifer Schreiber, City Clerk



500 Co. Rd. 37 E • Maple Lake, MN 55358
 office: 320-963-2400 • fax 320-963-2439
www.mpnexlevel.com

Invoice 1769877

Bill to: CITY OF MONTICELLO 505 WALNUT ST SUITE 1 MONTICELLO, MN 55362	Job: 22111920 Monticello Featherstone 6 4314 89th St NE Monticello, MN 55362
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Invoice #: 1769877 Payment Terms: NET 30 Customer Code: 11225	Date: 12/08/22 Customer P.O. #: FEATHERSTONE 6 Salesperson: PAUL DECKER
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Remarks: MONTICELLO FEATHERSTONE 6

Quantity	Description	U/M	Unit Price	Extension
40.000	AUDITS & RECORDS	EA	125.00	5,000.00
3.000	CONNECT INTO EXISTING PED/HH	EA	322.89	968.67
568.000	144 STRAND FIBER BFO144	FT	3.52	1,999.36
8.000	22 TIER SPLIT TOP LID	EA	1,211.03	9,688.24
4.000	24X36X36 VAULT WITH 8' GR	EA	3,103.67	12,414.68
1,824.000	48 STRAND FIBER BFO48	FT	2.06	3,757.44
5.000	C-CASE	EA	741.07	3,705.35
5.000	FIBER OPTIC MARKER	EA	176.64	883.20
5.000	FIBER PED WITH 8" GROUND ROD	EA	105.00	525.00
5.000	FIBER TRAY	EA	44.40	222.00
10.000	FLOWER POTS	EA	161.65	1,616.50
1.000	LCP CABINET	EA	6,642.00	6,642.00
3.000	MULTIPOINT TERMINAL 6 PORT	EA	563.51	1,690.53
1.000	MULTIPOINT TERMINAL 4 PORT	EA	240.04	240.04
300.000	SPLICE PROTECTOR	EA	30.02	9,006.00
4,060.000	TRACER WIRE	FT	0.79	3,207.40
300.000	FUSION SPLICING	EA	1.04	312.00
1.000	RESTORATION	EA	1,540.74	1,540.74
			Subtotal:	63,419.15
			Total:	63,419.15

Fibernet Facility Bid Specifications

Project Overview

The project scope of work involves the installation of Fibernet facilities as part of Featherstone 6th which is currently set for construction SUMMER of 2022. Existing Fibernet facilities are currently located to the East of the development. The conduit will be installed in the joint trench by the joint trench contractor prior to this project starting.

Materials & Construction Requirements:

The Contractor shall furnish & install all materials to specifications

The materials noted below shall be furnished by the Contractor as specified below or an approved equal. The Contractor shall present to Arvig detailed, dimensioned manufacturer's drawings of all materials for review and approval. No work shall commence until the drawings have been accepted by Arvig.

Below is a description of the items on the Proposal Form:

Item No. 1 - Pull Cable and tracer wire through existing duct

This work shall consist of installation in existing duct.

Item No. 2 -3 - Fiber

This work shall consist of furnishing and installing all the fiber.

All new fiber shall be installed in duct.

All fiber locations visited in the scope of this project shall be documented/audited with information gathered provided to Arvig upon completion.

The fiber optic cable shall meet the following specifications:

PE-90, with single jacket, single steel armor (gopher resistant), loose tube (12 fibers per tube with any odd fibers or last 6 fiber increments being in the last tube), dielectric central member, Dry/Dry, ZWP, Single Mode, Bend Insensitive, Attenuation (dB/km) of .35 db/km @1310, .31 @ 1385nm and .25 db/km @ 1550. All cable to be sequentially marked in 2-foot increments, manufactured by Corning, Superior Essex, OFS or Prysmian, or an approved equal. ITU-T G.652.D compliant.

Item No. 4 - Splicing

This work shall consist of splicing all the new fiber.

The Contractor shall complete all splicing between the hours of 12a.m.-6a.m. and shall coordinate these times with Arvig. Cold splicing or splicing with no impact may be done during regular business hours.

Item No. 5 – Connect into Existing pedestal/vault

This work shall consist of connecting new fiber into existing pedestal/vault.

Item No. 6-8 – HDPE Enclosure with Lid

This work shall consist of furnishing and installing (1) 30 x 48 x 36 Quazite vault with Tier 22.

Manufacture Quazite
Manufacture # PG3048BA36
Manufacture Quazite
Manufacturing # PG3048H51009
or equivalent substitute
8' Ground rods in each vault

This work shall consist of furnishing and installing (4) 24x36x36

Manufacture Channel

Manufacture # BULK243636

Or equivalent substitute

8' ground rods in each vault

Item No. 9 – Fiber Pedestal

This work shall consist of furnishing and installing Pedestal BDO5(5)

Manufacturing: Corning
Manufacturer # PRO10FSNGURB
8' ground rods in each vault

Product Overview:

ProFORM® URB Split Base Pedestal With URB, Width (Inches): 12 in, Height (Inches): 45 (Short SelfSupporting Base) in; 65 (Snap-On Stake) in, Depth (Inches): 10.8 in or an approved equal.

Item No. 10 – Flowerpots/Underground pull boxes

This work shall consist of furnishing and installing (10) Flowerpots. 9" round and 10" deep. Nothing marked on the Green Lid

Manufacturer: Oldcastle

Manufacturer # 09101015 / 910-10-4B

or equivalent substitute

Item No. 11- Furnish and install LCP cabinet

This work shall consist of furnishing and installing LS Series Outdoor Cabinets, 144 F 6" Pad-mnt w/o toning, 12 F Feed and no Pass-thru, ALTOS®, 1x144 F Dist ALTOS, 31 m Stubs, SC APC, No Splitter
Part Number: VDAPS10-1U4131U400

Item No. 12-14– Splice cases

Comscope/Tyko (C case) FOSC450-C6-6-NT-0-C6V

Comscope/Tyko tray (Loose tube fiber tray) FOSC-ACC-C-TRAY-24

Comscope/Tyko single fusion splice protector SMOUV-1120-01

Item No. 15– Fiber Optic Marker

(Tri View) with locating & 3 decals. TRIVIEW TEST STATION 72" ORNGE

TVTI72OB Manufacturer RINO

3 decals per Tri-View with 811 info/logo

Item No. 16 -Tracer Wire

Tracer Wire 1230N-HS Copper Head (Orange Jacket) or equivalent substitute

Item No. 17-18 – Multiport Terminals

This work shall consist of furnishing, installing, and splicing.
Manufacturer CORNING OPTICAL (4 Port)
Manufacturer # MOB- 044TDO50FW or an approved equal.

This work shall consist of furnishing, installing, and splicing.
Manufacturer CORNING OPTICAL (6 Port)
Manufacturer # MTB-0644TD050FW or an approved equal.

This work shall consist of furnishing, installing, and splicing.
Manufacturer CORNING OPTICAL (8 Port)
Manufacturer MTB-0844TDO50FW or an approved equal.

Optisheath, Multiport Terminal w/Optitip Multifiber Jumper, Toneable, Single-tube cable, single mode 50-100FT PIGTAIL

Item No. 19 – Restoration

The Contractor shall restore all disturbed areas with 4" topsoil and seed.

Item No. 20 – Audits & Records

Provide Audit records from last splice location back to 3 tie points. (5 Newest locations and 5 existing locations back to cabinet LCP 6. With these records include a redline map of actual footage to be submitted back to chris.bechtold@arvig.com

General Requirements:

The contractor shall perform the work in such a manner as to cause the least interference with adjoining property owners, the public and the contractor for the FEATHERSTONE 6TH project.

Access to adjacent properties shall always be provided.

No adjustment in unit price will be made for an under-run or over-run of the estimated quantity.

The Contractor shall verify that existing ducts are going to the proposed location. The contractor shall work with Arvig representatives for field verification of Fibernet facilities and construction requirements. Arvig will provide construction oversight of the project.

The contractor's responsibilities for testing includes, confirming with Arvig that all customers regain service after splicing into existing fiber. Bidirectional testing of the fiber is not required; the fiber shall be tested in one direction. Testing shall be considered incidental to the fiber installation.

The contractor will be responsible for any damage to public and private utilities.

All work shall conform to City of Monticello Ordinance Title 8, Chapter 11- Right-of-Way.

All work shall conform to City of Monticello General Specifications and Standard Detail Plates April 2017.

Warranty:

The Contractor for this work shall guarantee and maintain the stability of all his work, equipment and materials for a period of one (1) year from date of final acceptance by the Monticello City Council. The one (1) year maintenance guarantee shall be included in and be a part of the Contractor Security (Performance Bond) previously specified. The provisions of this paragraph shall not be construed as restricting Contractor's liability for breach of contract by reason of non-conformance with the specification for defects or faulty workmanship.

BASIS OF PAYMENT:

Payment shall be made at the contract unit price in the proposal form, which shall be payment in full for all materials, equipment, and labor necessary to complete the work as specified in the construction documents.

PROJECT SCHEDULE AND CONTRACT REQUIREMENTS

Contractor shall prepare a project schedule.

Complete construction, backfilling, restoration, and cleanup shall be completed by October 31, 2022.

The completion date for the stated activities assumes down time due to unforeseen weather conditions. No extension of time will be granted for weather conditions typical to the time of year the work is undertaken.

Change Orders

Any requests for "Change Orders" shall be submitted to the Engineer in writing within 7 days of the occurrence. Any requests shall be approved by the Engineer prior to the work commencing.

SPEC	Description	Manufacturer	Manufacturer #	Amount	Unit of Measure
BDO5	PEDESTALS	CORNING	PRO10FSNGURB	5	EACH
30X48X30	VAULTS	QUAZITE	PG3048BA36	1	EACH

